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ABSTRACT

For those working and studying in American colleges and universities, collective bargaining has become an institutional reality. This bibliography represents the second in a series of publications that expand coverage of retrospective and current references to other-than-faculty personnel in higher education. Included among the citations are books, journal and newsletter articles, material from the "Government Employee Relations Report," "Labor Relations Reference Manuals," "National Labor Relations Board," "Court Rulings," "PERB Decisions," and "Arbitration Awards." The bibliography includes an author-person index and a keyword-subject index that provides cross-references to the user. The glossary of labor terms is a special feature. (Author/KE)

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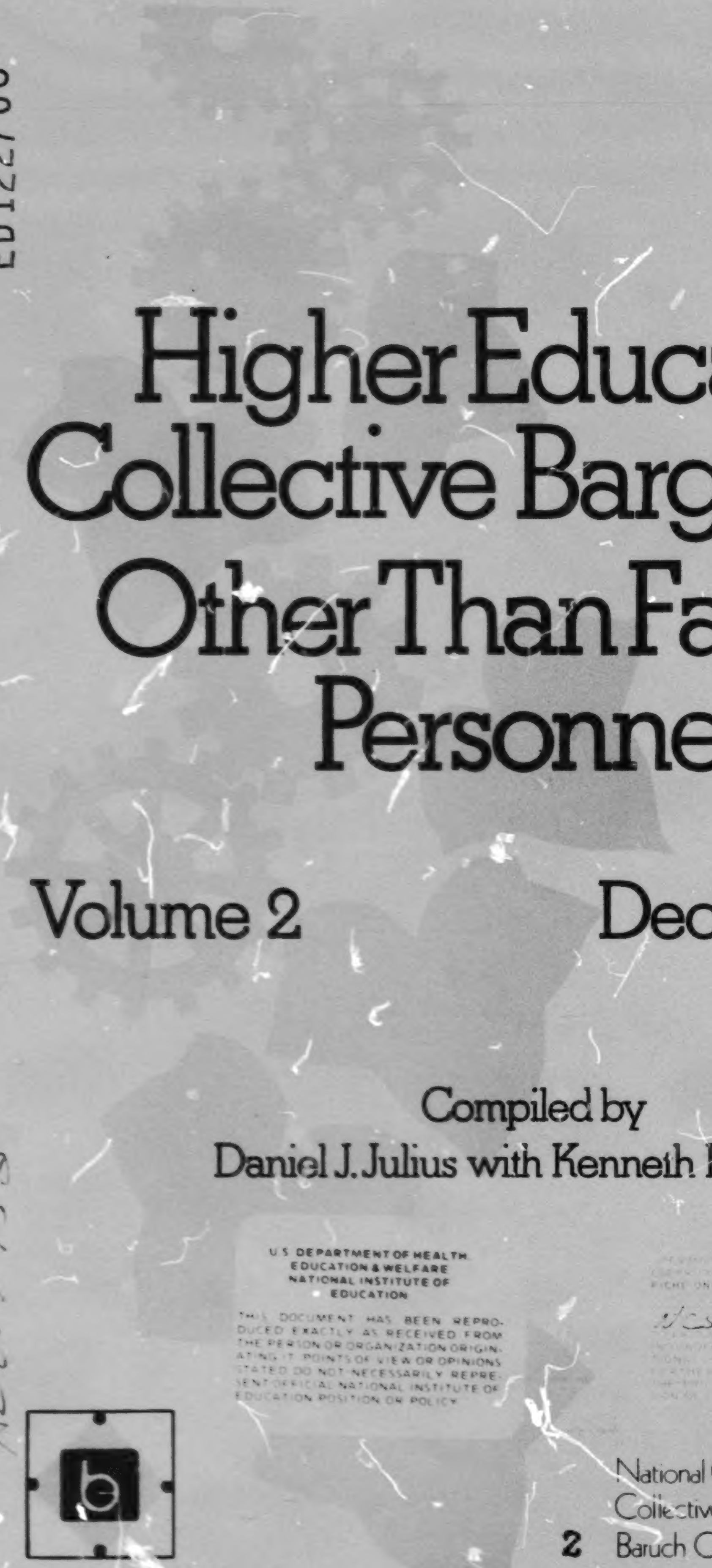

Higher Education Collective Bargaining: Other Than Faculty Personnel

Volume 2 December 1975

Compiled by
Daniel J. Julius with Kenneth Dressner

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
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National Center for the Study of
Collective Bargaining in Higher Education
Baruch College-CUNY

HIGHER EDUCATION COLLECTIVE BARGAINING
OTHER THAN FACULTY PERSONNEL

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INTRODUCTION

The publication of Volume 2, Higher Education Collective Bargaining: Other Than Faculty Personnel, December 1975 marks the end of the first phase in the development of the National Center for the Study of Collective Bargaining in Higher Education.

Soon after the Center was founded in late 1972, our first director, Maurice C. Benewitz, began to seek funds for various projects. With valuable assistance from others at Baruch College, Dr. Benewitz developed a research proposal to establish a college collective bargaining contract library at the Center.

The Elias Lieberman Memorial Foundation granted the Center $76,000 to establish the contract collection. The Center now has more than two hundred and ten college and university contracts on file. One hundred and twenty-four of these contracts have been placed on a computer with a full-text retrieval capability which greatly enhances the work of the researcher.

The contracts and other materials collected by the library form the basis for our Newsletter which is published five times a year. In addition, the library has begun two annual bibliographies: Collective Bargaining in Higher Education, Volume 1, April 1973; Volume 2, April 1974; Volume 3, April 1975; and Higher Education Collective Bargaining: Other Than Faculty Personnel, Volume 1, December 1974, and Volume 2, December 1975.

The Lieberman grant provided a salary for a librarian for the two-year period in addition to the computer project. John C. Allen was hired in the spring of 1973 in anticipation of the Lieberman funding. More than any other Center employee, he was responsible for the publication and information retrieval system. John Allen left the employ of the Center in June 1975 as the Lieberman grant expired. He left us with a functioning information center, a set of regular publications and a record of service which we will strive to continue.

Fiscal constraints prevented Baruch College from continuing the librarian's position once the grant expired. Fortunately, The Ford Foundation agreed to begin a three-year support program this fall. For nineteen weeks, however, we have been without the services of a librarian. Despite this handicap, the publications schedule of the Center has been maintained. As John Allen developed the library, so Daniel Julius, a graduate student at Columbia University, held the library together during this crisis. That we have been able to maintain our publication schedule is a credit to him, the Baruch graduate and undergraduate students assigned to the Center and our dedicated Center staff.

As 1975 ends, the Center library, supported by The Ford Foundation grant, looks forward to a stable period of growth and continued service.

T. Mannix
Acting Director

PREFACE

For those working and studying in American colleges and universities, collective bargaining has become an institutional reality. Although unionism in higher education is less than ten years old, as of September 1975, roughly 20% of the faculty at four-year institutions and 35% of those working at two-year colleges had a union agent of some kind designated to represent their faculties and sometimes their non-teaching professionals. While many in academe predict that collective negotiations will leave an indelible imprint on institutions of higher learning, there are few organizations (like the National Center) which are designed to engage in an objective exploration of the union phenomenon.

In keeping with the responsibility to serve as an information clearing house, this bibliography represents the second in a series of publications which expand coverage of retrospective and current references to other-than-faculty-personnel in higher education. Included among the citations are books, journal and newsletter articles, material from the Government Employee Relations Report (GERR), Labor Relations Reference Manuals (LRRM, LRR), National Labor Relations Board (NLRB), Court Rulings, PERB Decisions and Arbitration Awards.

All National Center bibliographies include an Author-Person Index and a Keyword-Subject Index which provide cross-references to the user. The Glossary of Labor Terms is a special feature of this publication. The reader may also note that references are made to citations not included in this compilation but indexed in the Center's other bibliographies: Collective Bargaining in Higher Education, Volumes I, II and III (April 1973, 1974 and 1975); and Higher Education Collective Bargaining: Other Than Faculty Personnel, Volume I (December 1974). Readers are, therefore, encouraged to supplement the present bibliography to gain additional information into selected and related areas of concern. It is also of importance to note that listings followed by abstracts are not necessarily better than those lacking annotations. In such cases the decision to include descriptive phrases was based upon our ability to synthesize primary and secondary resources.

Information detailing the National Center's publications, services, contract file and computer system is incorporated at the end of this bibliography.

Additions and corrections to this bibliography are appreciated. The Center solicits copies of published and unpublished material to be included in future reference works, or for publication in the Center's Newsletter. We would welcome reprints of all appropriate articles, briefs, arbitration/fact-finding awards, NLRB, SLRB, PERB decisions, etc.

No preface is complete without acknowledgement by the author of the assistance and efforts of fellow employees. Kenneth Dressner helped immeasurably in the preparation of this bibliography. Without the advice and encouragement received from Dr. Thomas Mannix, Acting Director of the Center, the supervision of clerical and administrative matters by Mrs. Evan Mitchell, the typing by Patricia Doocey and Annie Polite, and the assistance of Joseph Egan, Joseph Tondi and Frank Warren, this bibliography would never have materialized.

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AFFIRMATIVE ACTION

1 "Comments on OFCC." 89-LRR-174 to 177.

House Labor Subcommittee accuses Labor Department of assigning low priority to Contract Compliance Program.

2 "Current Trends in Pregnancy Benefits - 1972 EEOC Guidelines Interpreted." DePaul Law Review, 24(1), Fall, 1974.

3 "Drafting of Uniform Testing Guidelines." News and Background Information, 89-LRR-158 to 159.

EEOC, Office of Federal Contract Compliance, and Civil Service Commission appear to agree on new draft of proposed uniform testing guidelines for government agencies.

4 "EEOC Issues Reporting Form for Education Institutions." 1975-GERR-610:B-8; Full text of regulations E-1 to E-9.

EEOC issues final reporting form for public and private institutions of higher education to be filed biennially by every institution with 15 or more employees.

5 "House Republicans on OFCC Guidelines." 89-LRR-177 to 8.

Four members of House Labor Committee take issue with OFCC guides on affected class and back pay.

6 "Recent Developments in the Area of Sex-Based Discrimination - The Courts, the Congress, and the Constitution." New York Law Forum, 20(2), Fall, 1974.

7 "The Back Pay Remedy in Title VII Class Actions: Problems of Procedure." Georgia Law Review, 8(4), Summer, 1974.

AFFIRMATIVE ACTION

For additional references see:

Keyword Indexes, Bibl. 1, 2 and 3 - Collective Bargaining in Higher Education, 1971-1975; and Collective Bargaining in Higher Education: Other Than Faculty Personnel, No. 1.

AGENTS

8 "Elsewhere in the State, University of Rhode Island and AFSCME." 1974-GERR-574:B-20.

Clerical workers at South Kingston voted to establish a local of the Rhode Island State Employees Association, a chapter of AFSCME.

9 "Faculty, Clerks at Michigan Campuses Join AAUP and UAW." 1975-GERR-598:B-19.

Clerical employees at Eastern Michigan University voted for UAW in MERC-conducted election. UAW represents clerical and technical units at University of Michigan, Oakland University, Wayne County Community College, and is negotiating a first contract for U. of M. personnel at Ann Arbor.

10 "UAW Gains in U. of M. Clerks' Election, Runoff Scheduled." 1974-GERR-574:B-20 to 21.

Clerical employees at U. of M.'s Dearborn, Ann Arbor, and Flint Campuses voted for UAW representation in a MERC-conducted election, but a runoff vote between UAW and "No Union" was required since UAW did not receive a majority of votes cast.

11 "UAW Wins Bargaining Rights for Two Michigan College Clerical Staffs." 1974-GERR-580:B-15.

In a MERC-conducted runoff election, necessitated by an earlier vote, clerical employees at the University of Michigan approved representation by UAW. Members of the Oakland Clerical and Technical Association, an independent representative for office and technical employees at Oakland University, Rochester, Michigan, voted to affiliate with the UAW.

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12 Anderson, Albeon G. "NLRB and Private Arbitration: Should Collyer be Extended to Employee Discipline Cases? Comment." B C Industrial and Commercial Law Review, 13:1460-1471, 1972.

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13 "Annual Meeting of National Academy of Arbitrators." *News and Background Information*, 89-*LRR*-59 to 64.

Discussion on U.S. Supreme Court's Gardner-Denver decision rejecting a broad deferral doctrine for discrimination cases, and the impact of the new pension reform law (ERISA) for arbitrators and for labor relations generally; members adopt new code of professional responsibility.

14 "Arbitration and Title VII. Notes." *Houston Law Review*, 10(3):750-757, March, 1973.

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22 Bowers, Mollie H. "The Dilemma of Impasse Procedures in the Public Safety Services." *The Arbitration Journal*, 28(3):167 - 74, Sept., 1973.

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23 Cole, David L. "An Arbitrator's Insight." The American Federationist, 82(6): 18-19, June, 1975.

In passing judgment in a civil case, a court may presume the contesting parties are free to sever relations. But in labor-management arbitration, the past and future relations of the parties can properly temper the arbitrator's decision. That distinction, with which Saul Wallen argued against turning arbitration over to the courts, is one of the insights in the noted arbitrator's newly published papers.

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33 "First Circuit Upholds NLRB in Invoking Collyer Doctrine." Daily Labor Report, 69:A-1 to A-3, 1974.

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ARBITRATION AWARDS - California

67 The Regents of the University of California and AFSCME. Arbitration in the Schools, 57:5, Nov. 1, 1974. AAA Case No. 57-ER-8, 42 pp.

University was not guilty of sex discrimination and did not violate contract when it granted greater salary increases to "male-typed" jobs than to "female-typed" jobs. University was not guilty of "sex-typing". (July 15, 1974).

68 University of California, San Diego and California State Employees Assn. Arbitration in the Schools, 52:3, June 1, 1974. AAA Case No. 52-M-1, 17 pp.

University did not violate contract by hiring a better qualified outside applicant rather than a career employee. (Jan. 29, 1974).

ARBITRATION AWARDS - Canada

69 University of Toronto and Service Employees Union. 64-LA-835 to 839.

Board of Arbitration does not have authority to consider merits of employees' grievance that union withdrew from arbitral consideration as being opposed to its own interest, since collective bargaining agreement entitles only parties to proceed to arbitration. (Jan. 14, 1974.)

ARBITRATION AWARDS - Illinois

70 University of Chicago Hospitals and Clinics and Licensed Practical Nurse Association of Illinois. 63-LA-824 to 828. FMCS Case No. 74K-11815.

Retroactive 7 percent across-the-board wage increase for licensed practical nurses employed by university hospital was found reasonable. (Oct. 30, 1974).

ARBITRATION AWARDS - Iowa

71 Iowa State University and AFSCME. 1974-GERR-577: C-2.

Grievant who changed employment from University of Iowa to Iowa State University must accept lower salary due to "new hire" status. (June 21, 1974).

ARBITRATION AWARDS - Kansas

72 University of Kansas Medical Center and Public Service Employees Union. 1974-GERR-581:C-1. FMC File No. 74K13015.

Arbitration holds that there is an element of insubordination where an employee refuses to accept a work request during work shift; and, disciplinary penalty may be expected if employee was wrong. (Aug. 2, 1974).

ARBITRATION AWARDS - Massachusetts

73 Worcester Polytechnic Institute and Service Employees International Union. Arbitration in the Schools, 55:6, Sept. 1, 1974. AAA Case No. 55-F-10, 8 pp.

The college was not obligated to grant retroactive vacation benefits if such action had not been mutually agreed upon in the present contract negotiations. The parties had designated those benefits which were to be retroactive, accident and sickness. (March 18, 1974).

ARBITRATION AWARDS - Michigan

74 Central Michigan University and AFSCME. 1974-GERR-585:C-1.

Denial of vacation to grievant in food services department did not violate agreement. (Aug. 23, 1974).

75 Central Michigan University and Central Michigan University Police Officers Assn. 1975-GERR-589:C-3.

Arbitrator maintains that permission for association members to use university patrol cars for transportation to and from campus be reinstated for duration of present agreement. (Sept. 26, 1974).

76 Grand Valley State College and AFSCME. 1975-GERR-593:C-1 to 2.

Grievant passed over for position found to have qualifications equal to those of successful candidate and, therefore, entitled to job by virtue of seniority. Employer to compensate employee for loss of wages. (Oct. 15, 1974).

77 Michigan State University and AFSCME. 1974-GERR-563:C-2.

Baker denied salary increase after transfer from unit where he was a steward. (Apr. 11, 1974).

ARBITRATION AWARDS - New York

78 SUNY, City of New York and AFSCME. 1975-GERR-589:C-3. Office of Collective Bargaining, Case No. I-102-73.

Arbitrator recommends that contract with non-instructional employees at State University Educational Opportunities Centers shall include health and welfare benefits as a similar contract which city provides. (Sept. 30, 1974).

ARBITRATION AWARDS - Ohio

79 Bowling Green State University and Ohio Civil Service Employees Assn. 1975-GERR-590:B-10 to 12.

Campus police officer's charge of race and sex discrimination upheld. Panel recommends that university correct personnel policies to eliminate any future grievances. (Nov. 26, 1974).

80 Ohio State University and Ohio State Government Employees Council. 1975-GERR-602:C-4. Grievance No. 5054-51.

Grievant who was not a member of any labor organization was denied a promotion in accordance with his rights and university's responsibilities as prescribed in Operating Manual. (Dec., 1974).

81 University Hospitals of Cleveland and Mrs. Annette Lowe. 1974-GERR-568:C-3. AAA Case No. 53-39-0069-74.

Nurse's assistant, discharged for excessive lateness, reinstated without back pay but seniority. Arbitrator rules that similar behavior in the future, without acceptable excuse, shall result in immediate termination. (May, 1974).

ARBITRATION AWARDS - Ohio (cont'd)

82 University of Toledo and Ohio Civil Service Employees. 1974-*GERR*-577:C-5. FMCS Case No. 74K11572.

Arbitration board ruled that grievant who performed work of a calibre higher than that of a clerk be reclassified "clerk" to "administrative specialist", and back pay be calculated at appropriate level. (June 13, 1974).

ARBITRATION AWARDS - Pennsylvania

83 Temple University and International Brotherhood of University Employees. 1974-*GERR*-577:C-5. AAA Case No. 14-39-0088-74H.

Arbitrator rules that grievant is not entitled to lateral bid in order to change work area. (June 17, 1974).

84 Temple University and International Brotherhood of University Employees. 1974-*GERR*-577:C-5. AAA Case No. 14-39-0088-74H.

University acted within its power in assigning truck driving job to outside personnel; the nature of the work was not considered as that "normally performed" by union members. (June 12, 1974).

ARBITRATION AWARDS - Rhode Island

85 Brown University and Service Employees International Union. *Arbitration in the Schools*, 59:4, Jan. 1, 1975. AAA Case No. 59-AIS-8, 7 pp.

Full-time university library assistant could not be placed on the student payroll after he enrolled in several credit courses. University employees receive certain fringe benefits that "student employees" do not. (Sept. 13, 1974).

ARBITRATION AWARDS - Wisconsin

86 Milwaukee Area District Board of Vocational, Technical, and Adult Education, and AFSCME. 1975-*GERR*-597:C-3.

Grievants to be paid difference between actual wages and what they would have earned at next level. Worker who had worked less than 20 hours per week during school year entitled to receive increment when assigned to 20 or more hours per week in same classification. (Nov. 20, 1974).

87 "Discharge of police sergeant at University of Wisconsin upheld, arbitrator cites Watergate." 1975-GERR-601:B-5 to 6.

Police sergeant's discharge upheld for following reasons: attempting to discredit superior officer; knowingly failing to prevent illegal entry into office; and, advising subordinates not to cooperate in ensuing investigation.

88 University of Wisconsin and AFSCME. 1974-GERR-577:C-5.

Subcontracting out garbage disposal functions did not violate contract, provided such services were necessary for efficient operation. (June 14, 1974).

89 University of Wisconsin, Department of Administration, and Wisconsin State Employees Union. 1975-GERR-593:C-6.

Two-day suspension of security officer ruled unjustified. Grievant to be reimbursed for lost earnings. (Oct. 31, 1974).

90 University of Wisconsin and State Bureau of Personnel. 1975-GERR-597:C-4. Case No. 73-1.

State can deny veterans points on examination to applicant who received a bad conduct discharge from the service. (Nov. 22, 1974).

91 University of Wisconsin, State Employees Union, and AFSCME. 64-LA-384 to 386.

Grievant is not entitled to reimbursement for renewal fees of chauffeur's license if possession of such a license was a prerequisite for employment or promotion. (Mar. 15, 1975).

92 University of Wisconsin and State Personnel Board. 1974-GERR-585:C-3. State Personnel Board, Case Nos. 73-114 and 73-144.

Grievant found to be discharged for insufficient reasons was ordered reinstated to former position, or a similar one, with full back pay and without loss of seniority or other benefits. (July 3, 1974).

ARBITRATION/FACT-FINDING AWARDS - Illinois

93 University of Chicago Hospitals and Clinics and Licensed Practical Nurse Association of Illinois. 1975 - GERR - 593:C-6. FMCS No. 74K11815.

Retroactive 7 percent across-the-board wage increase awarded for existing LPN "B" and "A" wage schedule. (Oct. 30, 1974).

ARBITRATION/FACT-FINDING AWARDS - Michigan

94 Ferris State College and Michigan State Employees Union. 57-LA-613 to 21.

Fact Finder appointed by MERC recommends that:(1) existing "modified agency shop" clause in parties' contract be deleted; (2) supplement to existing modified agency shop clause of contract relating to list of names of employees who either were given option to join or not to join union or were required to join union, be retained; and (3) supplement to existing modified agency shop clause of contract be amended. (Aug. 31, 1971).

95 Ferris State College, Michigan State Employees Union, and AFSCME. 1975-GERR-597:C-4.

Fact Finder recommended contract terms that included wage increases, pension plan, paid lunches, personal days, premium days, longevity dates, and medical insurance. (Nov. 22, 1974).

96 Lake Superior State College and AFSCME. 1975-GERR-602:C-5.

Fact Finder recommends a 15 percent across-the-board wage increase; 10 percent in direct wages and the remainder diverted into retirement. (Dec. 2, 1974).

ARBITRATION/FACT-FINDING AWARDS - New Jersey

97 Mercer County Community College and AFT. 1973-GERR-519:C-4. N.J. PERC Docket No. FF-351.

Three-year contract for secretarial, clerical and technical employees including no-strike clause and provision for switching from advisory to binding arbitration of grievances in second year of agreement is Fact Finder's recommendation.

98 Ocean County College and Transport Workers. 1974-GERR-581:C-4 to 5. PERC Docket No. FF-540.

Fact Finder recommends wage increase, clothing allowance, shift differentials, initiation of disability insurance plan, cumulative sick days and acceptance of binding arbitration. (July 23, 1974).

ARBITRATION - CANADA

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Collective Bargaining Settlements in N.Y.S., 27(9):21, Nov., 1974.

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Collective Bargaining Settlements in N.Y.S., 27(5):22, July, 1974.

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Tentative two-year agreements providing general raises plus two escalator hikes were reached with two staff associations.

150 Hamilton College (N.Y.)
Collective Bargaining Settlements in N.Y.S., 26(10): 25, Dec., 1973.

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Collective bargaining settlement with Office and Professional Employees Union (unit of 200), pact signed in Dec., 1974. Contains three-step wage boost, raises in minimum rates, increased sickness and accident benefits and increased employer contributions to pension plan.

CONTRACTS (cont'd)

152 "Michigan State University Clerks and Technicians Reach Contracts." 1974-GERR-585:B-17.

A two-year contract was reached calling for a minimum 14 percent wage increase over two years for the university's clerical and technical employees.

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Collective bargaining settlement with Service Employees Union (unit of 490). The 3-year pact was signed in July 1974. Contains three-step wage boost, improved medical and pension benefits. Information on additional contracts signed with the SEU can be found in: Collective Bargaining Settlements in N.Y.S., 27(1):19, March, 1974; 27(8):27, Oct., 1974.

CONTRACTS (cont'd)

157 "Temple University Guards Back With Two-Year Pact." 1974-GERR-586:B-20.

A 16-day strike of security guards ends with a two-year pact calling for two wage increases.

158 "University of Michigan Regents and AFSCME." 1974-GERR-580:B-2.

Three-year contract covers wages for all service employees.

159 Yeshiva University (N.Y.) Collective Bargaining Settlements in N.Y.S., 27(11):20, Jan., 1975.

Collective bargaining settlement with Retail, Wholesale and Dept. Store Union (unit of 150) two-year pact in November, 1974. Contains four-step wage increase, employer pays increased percentage to health and welfare fund.

COURT CASES - Arkansas

160 University of Arkansas; State v. Board of Trustees of the University of Arkansas. (407 SW 2d 916; 1966).

In a suit by the State Department of Labor seeking to compel the university to pay overtime to food service workers, the court held that the suit was against the state and that it could not be maintained in view of a state constitutional provision to the effect that the state shall not be made a defendant in any of her courts.

COURT CASES - California

161 University of California; Newmarker v. Regents of the University of California. (Court of Appeals, California. 160 Cal. App. 2d 640, 325 P 2d 558; 1958).

The court ruled that a strike against the state university is illegal since there is, in the opinion of the court, no such thing as the right to strike against the state or one of its agencies.

COURT CASES - Florida

162 Florida State University; Perkins v. Florida State University. (303 So. 2d 415; 1974).

An employee, dismissed by a state university, appealed his dismissal to the Career Service Commission of the state. The commission sustained the dismissal but refused his request for a free transcript of the proceedings for appellate review. A state court of appeals held that, having elected to provide gratuitous transcripts under like circumstances to certain classes of employees, failure of the commission to provide a transcript to a non-academic employee constituted discrimination based upon employee status.

COURT CASES - Health Care

163 Ascherman v. Presbyterian Hospital of Pacific Medical Center, Inc. (507 F. 2d 1103, 9th Cir.; 1974).

A federal circuit court of appeals held that the termination of a physician's staff privilege by a private hospital was not state action, even though the hospital receives federal and state tax exemption and federal funds for the constriction of facilities.

COURT CASES - Illinois

164 University of Chicago; McDaniel v. University of Chicago et al. (U.S. Court of Appeals, Chicago) 22-WH Cases-171 to 175.

Employees of a U.S. Government construction contractor may recover unpaid prevailing wages required by the contract in an action in federal district court, according to the U.S. Court of Appeals at Chicago. The appeals court finds that the commerce clause is a significant constitutional basis underlying the Act. No. 73-1438 (March 14, 1975).

165 University of Chicago v. NLRB. (U.S. Court of Appeals, Chicago) Labor Relations Reporter - Summary of Developments, 89(3):4-5, May 12, 1975; 89-LRRM-2113 to 18.

Court holds that university did not violate the Taft-Hartley Act when it transferred custodial work within its hospital-clinic complex from one union's bargaining unit to another's. No. 74-1392, (April 24, 1975).

COURT CASES - Iowa

166 Sale v. Waverly - Shell Rock Board of Education. (U.S. Dist. Ct. for the Northern District of Iowa, 43 L.W. 2321; 1975).

Despite the fact that the Supreme Court of the U.S., in Geduldig v. Aillelo, (417 U.S. 484; 1974), ruled that a state disability insurance program that excluded "pregnancy" from the definition of disability did not violate the Equal Protection Clause of the Fourteenth Amendment, a federal district court held that an employer's denial of sick leave benefits to an employee absent from work due to normal pregnancy violated the sex discrimination provision of Title VII of the 1964 Civil Rights Act.

COURT CASES - Kentucky

167 Harlan Appalachian Regional Hospital v. Taylor. (424 SW 2d 580; 1968).

An employee of a hospital was injured by a fall on his employer's parking lot. He was awarded compensation on the theory that the parking lot was part of the "operating premises" of his employer.

COURT CASES - Maryland

168 Morgan State College; Ball v. Bd. of Trustees of State Colleges. (Circuit Court of Baltimore, 251 Md. 685, 248 A 2d 650; 1968).

Concerns the authority of public institutions of higher education to abolish a position in the state classified service. The governing board of Morgan State College authorized the president of the college to eliminate the food service departments at the college and to have the service performed by a private independent contractor. Employees of the college service department brought an action for a court order restraining the board from entering into the proposed contract. The circuit court of Baltimore dismissed the action.

COURT CASES - Massachusetts

169 Wheaton College; Wheaton College v. Labor Relations Commission. (227 NE 2d 735; 1967).

The court held that food service workers employed jointly by the college and a food caterer specializing in institutional feeding were not engaged in "industry and trade" under the provisions of the state statute limiting the commission's jurisdiction to questions "affecting industry and trade."

COURT CASES - Michigan

170 Meadows v. Ford Motor Company. (Federal Circuit Court, 9EPD, Para. 9907, 6th Cir.; 1975).

A federal circuit court of appeals held that a woman, denied a job for which she applied and for which she was otherwise eligible in violation of Title VII of the Civil Rights Act of 1964, is entitled to back pay award under 42 U.S.C. 2000 e-5(g).

171 Michigan State College; Peters v. Michigan State College. (Michigan State Supreme Court, 320 Mich. 243, 30 NW 2d 854; 1948

The court, by a four-to-four decision, affirmed a lower court decision that the Michigan State College, despite its constitutional independence, is not immune from the provisions of the state workmen's compensation act.

172 Michigan State University; Employees Association v. Michigan State University and AFSCME. (Mich. Court of Appeals) 86-LRRM- 2356 to 58.

MERC's general practice of allowing withdrawal of challenges to eligibility of employees to vote in representation election, although not formalized by rule, and its specific ruling that such withdrawal may be made over the objection of union that was a party to the election, are within discretion of the commission. No. 17006 (Dec. 6, 1973).

COURT CASES - Missouri

173 University of Missouri; Curators v. Public Service Employees Local No. 45. (Missouri Circuit Court) 88-LRRM-3038 tc 39.

Injunction granted to enjoin employees of University of Missouri from engaging in a strike. No. 54787 (Jan. 24, 1974).

COURT CASES - Missouri (cont'd)

174 University of Missouri; Curators v. Public Service Employees Local 45. (Missouri Supreme Court) 88-LRRM-3039 to 42.

Court maintains that the Missouri Public Sector Law (SLL 35:211) does not infringe on the right of the Board of Curators to govern the University of Missouri under the Missouri constitution; it merely provides a procedure for public employees to assert their constitutional rights to assemble peaceably and to petition for redress of grievances. No. 58646 (March 10, 1975).

COURT CASES - New York

175 Ankner v. Lang. (New York State Supreme Court. 33 Misc. 2d 341, 225 NYS 2d 161; 1962).

The court held that the action of the municipal civil service commission in holding an open competitive examination for the position of college office assistants rather than a promotion examination was not illegal, arbitrary, or unreasonable, in view of the fact that persons in a lower grade eligible for promotion who passed the examination would have priority of appointment over those qualifying in the open competitive exam.

176 Long Island College Hospital; Hotel and Allied Service Employees Union, SEIU, v. University Hospital. (U.S. Supreme Court) 70-LRRM-3378.

Appeal from NY Court of Appeals (69-LRRM-2605) dismissed for want of a properly presented federal question. No. 1045 (April 21, 1969).

177 O'Reilly v. Cahill. (50 Misc. 2d 629, 271 NYS 2d 29; 28 AD 2d 527; 280 NYS 2d 338; 1967).

Because the New York Labor Relations Act excludes employees of charitable, educational, and religious organizations from the right to organize and seek collective bargaining, the court held that university employees and members of their union may not seek relief against acts of the university allegedly directed against their union activities.

COURT CASES - New York (cont'd)

178 SUNY/State University at Storey Brook; CSEA v. University. (New York Supreme Court) 1974-GERR-564:B-7. Full text at 87-LRRM-2126 to 27.

University may bar rival union agents from meeting facilities only if they are trying to organize workers currently represented by another union. NY Sup. Ct. Index No. 73-17373(May 23, 1974).

COURT CASES - Ohio

179 State ex rel. Brand v. Eversman. (155 Ohio St. 383, 99 NE 2d 169; 1951).

The state supreme court held that the auditor of a municipal university is an "administrative officer" as that term is defined in the municipal ordinances and, as such, he is not entitled, under state civil service regulations, to any written notice or charges, or to an opportunity to be heard in defense of such charges, before dismissal.

180 State of Ohio ex rel. Sigall v. Aetna Cleaning Contractors. (Court of Common Pleas, Cuyahoga County, Case No. 914, 379. Memorandum of Opinion; 1974; Court of Appeals of Ohio, Cuyahoga County, Nos. 33583, 33657).

There is no necessary conflict between the contract in question and the Civil Service laws of the state. The contracting out of a governmental service formerly performed by public employees does not violate the rights of civil service employees.

181 University of Cincinnati; Public Service Employees, AFSCME v. University of Cincinnati. (Ohio Court of Common Pleas) 87-LRRM-3223 to 25.

Court rules that union representing municipal hospital employees has no right to appeal to civil service commission regarding layoffs since Ohio statute provides this right only to employees. No. A-730872 (Aug. 15, 1973).

182 University of Cincinnati; Public Employees Council, AFSCME v. University of Cincinnati. (Ohio Court of Appeals) 87-LRRM-3226 to 27.

Court maintains that, pursuant to Ohio Statute, only employees have the right to appeal decisions of civil service commission, not their bargaining agent. No. CA-73479 (May 28, 1974).

COURT CASES - Oregon

183 Palen v. Oregon State Board of Higher Education. (525 p. 2d 1047; 1974).

The state court of appeals held that a state administrative regulation providing that cause for dismissal includes failure of an employee to perform his responsibilities adequately, as judicially interpreted, was not void for vagueness; that the board's findings that the employee in question had made false accusations of improper behavior against other employees, which were supported by substantial evicence, constituted cause for termination; that the board's finding that the employee had refused to comply with directions from his supervisor, which was supported by substantial evidence, constituted cause for termination.

COURT CASES - Pennsylvania

184 Albert Einstein Medical Center v. Pennsylvania Labor Relations Board. (Pennsylvania Court of Common Pleas) 86-LRRM-2440 to 44.

PLRB held warranted in finding that hospital interns, residents, and clinical fellows are "public employees" within meaning of Pennsylvania Public Employee Relations Act (SLL 48:221), even though part of relationship between these personnel and hospital is educational. Nos. 381 August Term 1972, 5852 May Term 1972, and 4217 June Term 1972(Aug. 30, 1973).

185 Clarion State College; Appel Media, Inc. v. Clarion State College. (327 A. 2d 420; 1974).

The Commonwealth Court of Pennsylvania held that a contractor was not entitled to recover the full contract price for the installation of a television distribution system at a state college where he had been given a reasonable time to complete the contract by correcting the deficiencies or to have the rejected work removed and replaced; that he was not relieved of his responsibility to meet certain performance levels because the job became more difficult than originally anticipated since sections of the specifications should have alerted him to the grounding problem.

COURT CASES - Pennsylvania (cont'd)

186 University of Pittsburgh; Western Psychiatric Institute and Clinic of University of Pittsburgh and Commonwealth of Pennsylvania. (Commonwealth Court of Pennsylvania) 1974-GERR-595:B-3 to B-4.

Court upholds PLRB's determination finding a unit of WPIC's non-professional employees appropriate for bargaining purposes, thereby rejecting the employer's appeal for an all-inclusive unit of professionals and non-professionals. However, a second vote should be held because of illegal electioneering. No. 1616 C.D., 1973 (December 20, 1974).

187 Washington and Jefferson College; Washington and Jefferson College v. Pennsylvania Labor Relations Board. (55 Dauph Co. 182; 1944).

The college presented a bill of complaint seeking to restrain the Pennsylvania LRB from applying the provisions of the state labor relations act to it or its employees. The court ruled that the state legislature had intended the act to apply exclusively to industrial disputes and that no evidence had been presented to show that the college was engaged in an industrial activity.

COURT CASES - Texas

188 "Maids and Janitors Must be Paid Same Wages Under EPA." NACUBO, College and University Officer, 8(12):6, June 1975.

The U.S. Court of Appeals has affirmed the decision of a lower court in the case of Brennan v. Houston Endowment Company, holding that maids and janitors must be paid the same wages even though their jobs are not exactly alike.

COURT CASES - Washington

189 Pape v. Armstrong. (Washington Supreme Court, 47 Wn. 2d 480, 287 p. 2d 1018; 1955).

The governing board of the state university established a compulsory retirement plan for non-academic employees. They were told that the money contributed by the university became their own property. Certain employees elected to withdraw from the university plan and transfer to the state employee retirement system. In an action to determine their rights, the state supreme court held that it would be unlawful diversion of state funds to permit such employees to receive the contributions made by the university.

COURT CASES - Wyoming

190 University of Wyoming; Retail Clerks Union, et al. v. University of Wyoming. 1975-GERR-597:2, B-1 to 3. Full text at 88-LRRM-2781 to 84.

Court upholds university's decision not to recognize or bargain with the union because there is no law allowing state blue collar employees, except firemen, to organize or negotiate. No. 4365 (Jan. 29, 1975).

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191 State of New York Department of Labor, Division of Research and Statistics. Employer Associations Engaged in Collective Bargaining in New York State: A Directory of Associations and a Report on Their Characteristics. New York: Labor Department, Division of Research and Statistics, 1965. (Publication No. B-150).

DISCRIMINATION

192 "Civil Service Warning About EEOC Test Rules." News and Background Information, 89-LRR-206 to 208.

U.S. Civil Service Commission warns that two court decisions endorsing EEOC's testing guidelines will undermine Commission's entire testing program if not challenged.

DISCRIMINATION (cont'd)

193 "Impact of Supreme Court's Albermarle Decision." News and Background Information, 89-LRR-260 to 263.

House Labor Subcommittee hears testimony on impact of recent Supreme Court decision concerning employment discrimination.

194 Ornati, Oscar A. and Edward J. Giblin. "Recession Layoffs Can be Discriminatory." Management Review, 25-33, May, 1975.

195 "Supreme Court Decision on Back Pay and Test Validation." 89-LRR-37 to 40 (Analysis).

Given a finding of a violation of Title VII of the Civil Rights Act of 1964, back pay should be denied only for reasons that, if applied generally, would not frustrate the central purposes of Title VII of eradicating discrimination throughout the economy and making persons whole for injuries suffered through past discriminations, the U.S. Supreme Court holds. The absence of bad faith on the part of an employer or union is not a sufficient reason for denying back pay to discriminatees, the court states, but a denial may be justified on the ground of laches. (Albemarle Paper Co. v. Moody, U.S. Sup. Ct., 1975, 10 FEP Cases 1181).

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196 Conducting Hearings on Employee Appeals. Personnel Methods Series No. 16. Washington, D.C.: U.S. Civil Service Commission, 1968.

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197 Amos, James L. Comparison of Measures Developed by Unions to Organize Ohio's Hospitals: 1953 to 1968. Washington, D.C.: Department of Health Care Administration, School of Government and Business Administration, George Washington University, 1970.

198 Bohr, Ronald H. and Howard M. Kaplan. "Employee Protest and Social Change in the Health Care Organization: Philadelphia State Hospital." American Journal of Public Health, 61:2229-2235, November, 1971.

199 Bunker, Charles S. "A Study to Determine the Impact of Unionization and the Threat Thereof on New York City's Voluntary, Nonprofit Hospitals: 1959 to 1968." D.B.A. Dissertation, George Washington University, 1968.

200 Clem, John W. "Collective Bargaining in Hospitals Since World War II." M.S. Dissertation, University of Pittsburgh, 1969.

201 "Collective Bargaining: A Review of Recent Activities." NACUBO, College and University Officer, 8(12): 8, June, 1975.

The NLRB has announced decisions in eight major cases dealing with bargaining in private hospitals. A 1974 amendment to the NLRA broadened the NLRB's jurisdiction to include private, nonprofit hospitals and health-care facilities (see Labor Relations Reporter-Analysis, 89(5): 9-12, in this Bibliography).

Psychiatrists were denied a separate unit for bargaining purposes when the NLRB dismissed a petition filed by staff psychiatrists at the New York University Medical Center.

The general counsel of the NLRB, Peter Nash, has objected to certain proposed rules for health maintenance organizations that may be in conflict with the NLRA.

202 Day, M. Celesta. "The Hospitals' Organization During Union Activities: A Comparison of Three Factors of Organization in Thirty New York City Hospitals as They Relate to Union Activities." M.H.A. Dissertation, George Washington University, 1966.

203 Edwards, Gary L. "A Case Study of the Hospital Employees Labor Program (HELP)." M.H.A. Dissertation, University of Iowa, 1971.

204 Fisher, Stan. "Unions Compete for Workers at Duke." Modern Hospital, 114:106-107, 162, June, 1970.

205 Galvin, J. Michael, Jr. "Collective Bargaining-Union Relations." M.H.A. Dissertation, Xavier University at Cincinnati, 1969.

Administrators' attitudes toward unionization.

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206 **Hepner**, James O., John M. Boyer and Carl L. Westerhaus. Personnel Administration and Labor Relations in Health Care Facilities. St. Louis: C.U. Mosby Company, 1969.

207 **Himmelsbach**, William A. "Toward a Game - Behavioral Model for the Collective Bargaining Process and its Implications in the Hospital Sector." M.P.H. Dissertation, University of Pittsburgh, 1970.

208 **James**, Edward E. "If You Don't Listen to Employees' Complaints, Don't be Surprised if a Union Does." Modern Nursing Home, 28:53-54, May, 1972.

209 **Keaton**, Harry J. "Hospitals Urged to Give Labor-Public Relations Top Priority." Public Relations Newsletter, 19:1-3, December, 1970.

210 **Kessler**, Harold D. "Guidelines for Resolving Labor Disputes." Hospital Progress, 51:52-55, September, 1970.

211 **Kheel**, Theodore W. and Louis B. Kaden. "Plan to Resolve Impasses in Hospital Bargaining." Monthly Labor Review, 93:45-58, April, 1970.

212 "Let Employees Vote on Unionization, 1199 Official Tells Administrators." Modern Hospital, 114: 42-54, May, 1970.

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HEALTH CARE - Administration

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229 Gotbaum, Victor. "Health Care Issues of the 70's: Influence of the Labor Movement on Hospital Affairs." Hospitals, 44:72-76, January, 1970.

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HEALTH CARE - Arbitration

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233 Falconer, Mary. "British Columbia Hospitals Chart the Way in Province-Wide Bargaining." Hospital Administration in Canada, 12:21-24, April, 1970.

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235 "Provisions in Major Collective Agreements in Canadian Hospitals." *Labour Gazette*, 71:792-795, December, 1971.

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HEALTH CARE - Employees

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240 Cummins, Robert F. *Contemporary Use of Grievance Procedures in Selected Short-Term General Hospitals in the United States*. Cincinnati: Xavier University, 1969.

LEGISLATION - Federal

241 "Highlights of the New Wage and Hour Law." 1974-*GERR*-550: Special Supplement, 1 to 9.

Summary of the 1974 Fair Labor Standards Amendments which increase minimum wage and expand coverage under Fair Labor Standards Act.

242 "Impact on Federal Public Worker Bargaining Law on State Employment Laws Aired." 1975-GERR-593: B-3 to B-5.

Potential impact of proposed federal regulation of state and local public employee labor relations on state statutes dealing with their employment terms and conditions is explored by New York professor who warns Congress to study nettlesome preemption problems before enacting Federal law. Memorandum presents examples of preemption problems. Text of memorandum E-1 to E-8.

243 Lemmer, William P. "The Impact of Labor Legislation and Jurisdiction." The College Counsel, 2:159-169, 1967.

244 "Minimum Wage Law Extends Coverage to 3.5 Million Nonsupervisory State-Local Employees." 1974-GERR-550: B-9 to 12. Special Supplement, 1 to 9.

President Nixon signs Fair Labor Standards Amendments of 1974 (S.2747) raising the $1.60 legal minimum wage to $2.00, $1.90, and $1.60 for different groups of workers, broadening the wage and overtime coverage, and extending coverage of the Fair Labor Standards Act to additional 7.4 million employees, including 3.5 million state-local employees.

245 Munster, Joe H., Jr., and Justin C. Smith. "College and University Activities as Subject to Federal and State Anti-Trust Laws." Proceedings of the Fifth Annual Conference of the National Association of College and University Attorneys, 1965.

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246 "Analysis of the Iowa Public Employment Relations Act." Drake Law Review, 24(1), Fall, 1974.

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247 "Stark, H. "Study Guide." New Jersey Public Employer-Employee Relations, (20):1-6, February, 1975.

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LEGISLATION - State

248 Cunningham, Thomas J. "Legal Aspects of Campus Un-Rest: Strikes of University Employees." Proceedings of the Fifth Annual Conference of the National Association of College and University Attorneys, 1965.

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A useful, easily accessible compilation done annually.

250 Public Sector Labor Legislation in the Midwest: A Practitioner's Guide. Bloomington, Indiana: Midwest Center for Public Sector Labor Relations, Indiana University, School of Public and Environmental Affairs, 1975.

Enabling frameworks are summarized according to the following areas: Law, Coverage, Administration, Employee Rights, Employer Rights, Unit Determination, Union Security, Scope of Bargaining, Impasse Procedures, Grievance Procedures, Strikes/Penalties, etc.

251 Sertz, Reynold C. "The Right of University Employees to Join Labor Organizations and Engage in Concerted Activities." Proceedings of the Fifth Annual Conference of the National Association of College and University Attorneys, 1961-1965.

252 Sparveru, Louis J. "The Impact of Labor Legislation on Colleges and Universities: State Labor Legislation and Jurisdiction." The College Counsel, 2:185-194, 1967.

MERGERS

253 "Illinois State Employees Association Affiliates With Service Employees." 1974-GERR-564:B-16.

Formerly independent Illinois State Employees Association merges with Service Employees International Union.

NLRB DECISIONS - Alabama

254 Tuskegee Institute and L.I.U. (Case No. 15-RC-05188) NLRB Election Report, ER-150:9, Aug. 14, 1974.

L.I.U. voted agent of "auxilliary enterprises division" and "physical plant department", which include employees working at mailroom, snack bar, and bookstore, stationary engineers and stationary firemen.

255 California Institute of Technology and IBEW. (Case No. 21-RC-1775; 102-NLRB-No. 137.) 31-LRRM-1435 to 36.

Policies of NLRA will be effectuated by asserting jurisdiction over wind tunnel project of nonprofit educational institution even though the research activities conducted at the tunnel form a part of employer's educational program, in view of the commercial aspects of these activities and their impact upon commerce.

256 California School of Professional Psychology and SEIU. (Case No. 20-RC-12447.) Weekly Summary of NLRB Cases, W-1431:18, Feb. 26, 1975.

All office clerical employees shall vote for representation by SEIU or for no representation.

257 California School of Professional Psychology and SEIU. (Case No. 20-RC-12447.) NLRB Election Report, ER-159:13, May 19, 1975.

SEIU voted agent of all office clerical employees.

258 Leland Stanford Jr. University and IBEW. (Case No. 20-RC-6157; 152-NLRB No. 73.) 59-LRRM-1161 to 62.

Jurisdiction is not asserted over linear accelerator center at university, even though center is substantially supported by Federal Government, since center's activities, including research program, are intimately connected with university's educational purposes and activities, and are not commercial in nature.

259 Leland Stanford Jr. University and Stanford Union of Research Physicists. (Case No. 20-RC-11813; 214-NLRB-No. 82.) Weekly Summary of NLRB Cases, W-1416:32, Nov. 13, 1974.

Finding the research assistants sought by the petitioner to be primarily students, the Board concluded that they are not employees within the meaning of the Act and that the petitioner is not a labor organization within the meaning of the Act. The petition was dismissed.

260 Menlo College and SEIU. (Case No. 20-RC-12248.) Weekly Summary of NLRB Cases, W-1406:23, Sept. 4, 1974.

All buildings and grounds department employees shall vote for representation by SEIU, or for no representation.

261 Menlo College and SEIU. (Case No. 20-RC-12248.) NLRB Election Report, ER-154:21, June 28, 1975.

SEIU rejected as agent for all buildings and grounds department employees.

NLRB DECISIONS - Florida

262 University of Miami, Institute of Marine Science Division. 56-LRRM-1085.

Jurisdiction declined because research was integrated with the educational program of the university.

NLRB DECISIONS - Illinois

263 Armour Research Foundation of the Illinois Institute of Technology. 33-LRRM-1311.

Jurisdiction declined because only 27 percent of the research was commercially sponsored.

264 Illinois Institute of Technology. 23-LRRM-1312.

In general, the NLRB has ruled that it will accept jurisdiction in labor disputes involving the employees of colleges and universities only in connection with what it considers the commercial activities of such institutions. In this case, it accepted jurisdiction in a labor dispute involving research projects sponsored by industry.

NLRB DECISIONS - Illinois (cont'd)

265 **Leonard Wholesale Meats, Inc., and Amalgamated Meat Cutters and Butcher Workmen of North America.** (Case No. 17-RD-214) 136-NLRB-1000 to 01.

Deals with timely filing of petitions. Board holds that to be timely a petition must be filed more than 60, but not more than 90, days prior to expiration date of subsisting contract covering unit involved. Case relates to Trinity Luteran Hospital et al; see Bibliography index.

NLRB DECISIONS - Indiana

266 **University of Evansville and IBT.** (Case No. 25-RC-5847.) Weekly Summary of NLRB Cases, W-1425: 32, Jan. 15, 1975.

NLRB DECISIONS - Massachusetts

267 **Berklee College of Music, Inc. and SEIU.** (Case No. 1-RC-13254.) NLRB Election Report, ER-152: 20, Oct. 23, 1974.

268 **Hampshire College and DWA.** (Case No. 1-RC-13380.) Weekly Summary of NLRB Cases, W-1413:13, Oct. 23, 1974; W-1411:23, Oct. 9, 1974.

All full-time and regular part-time office clerical employees with inclusions shall vote for representation by DWA or for no representation.

269 **Lesley College and SEIU.** NLRB Election Report, ER-160:16, June 19, 1975.

SEIU elected agent of all plumbers, painters, carpenters, and all other building tradesmen, working foremen, head maintenance men, maintenance men, truck drivers, gardeners, custodians, housekeepers and maids. Excludes all part-time employees working less than 15 hours per week.

270 **Massachusetts Institute of Technology.** 35-LRRM-1279.

Jurisdiction accepted in a labor dispute involving employees engaged in research sponsored by the federal government.

271 Massachusetts Institute of Technology. 59-LRRM-1139.

Jurisdiction declined in a labor dispute involving employees of a computer center.

272 Massachusetts Institute of Technology and RDTEU. (Case No. 1-RC-8166; 152-NLRB-No. 64.) 59-LRRM-1139 to 41.

Jurisdiction is not asserted over operations of technological institute's computation center, since center's research program is integral part of institute's educational function and, therefore, activities of center are primarily educational rather than commercial in character.

273 Massachusetts Institute of Technology and SEIU. (Case Nos. 1-CB-2717; JD-115-75.) Weekly Summary of NLRB Cases, W-1435:16, March 26, 1975.

Listing of Decisions of Administrative Law Judges. Service Employees Local 254. Cambridge, Mass.

274 Massachusetts Society for Prevention of Cruelty to Animals and International Brotherhood of Police Officers, NAGE. (Case No. 1-RC-12097)203-NLRB-No. 22.

NAGE filed a petition seeking to represent employees designated as law enforcement officers. The Board found these employees performed their duties to a significant degree on behalf of the Commonwealth of Massachusetts and were under its control and that the Commonwealth and the SPCA were joint employers. Concluding that Section 2(2) of the Act foreclosed assertion of jurisdiction, the Board dismissed the petition. Has bearing on Mount Holyoke College Advisory Opinion; see Bibliography index.

275 Mount Holyoke College and IBPO. (Case No. AO-151; 207-NLRB-No. 121.) Weekly Summary of NLRB Cases, W-1368:17, Dec. 12, 1973.

The Board advised it would assert jurisdiction over the Employer's operations with respect to disputes cognizable under Sections 8, 9 and 10 of the Act, but expressed no opinion as to the jurisdictional issue raised by the dispute concerning representation of the Employer's Security Guards.

276 Worcester Polytechnic Institute and BSEIU. (Case No. 1-CA-9590; 213-NLRB-No. 57.) 87-LRRM-1616 to 17.

Board orders employer to cease and desist from refusing to furnish union with information relevant and necessary for proper evaluation of grievance concerning employees' layoff.

NLRB DECISIONS - New York

277 Columbia University. (Case No. 2-CA-13225; 217-NLRB-No. 174.) Weekly Summary of NLRB Cases, W-1445:1, May 26-30, 1975. For full text see 89-LRRM-1218 to 21.

The Board affirmed an Administrative Law Judge's finding that the Employer unlawfully discharged Drucilla Cornell, a telephone operator, then revoked the discharge, suspended and finally discharged Cornell because of her protected concerted activities which consisted of attempts to form a grievance committee.

278 Columbia University and DWA. (Case Nos. 2-CA-13225; JD-537-74.) Weekly Summary of NLRB Cases, W-1402:26, August 7, 1974.

Listing of Decisions of Administrative Law Judges. Distributive Workers of America, District 65. New York, N.Y.

279 Culinary Institute of America and SEIU. (Case No. 3-RC-6299.) Weekly Summary of NLRB Cases, W-1446:37, June 2-6, 1975.

All full-time and regular part-time custodial service and maintenance employees shall vote for representation by SEIU, or for no representation.

280 Hofstra University and IBT. (Case Nos. 29-CA-3900; DS-674.) Weekly Summary of NLRB Cases, W-1422:25, Dec. 26, 1974.

Pursuant to stipulation, the Board ordered the employer to cease discriminating against any of its employees by discharging them or failing to reinstate them because they filed oral or written grievances as prescribed by the bargaining agreement between the employer and the Teamsters Union; and, to cease any other discriminating policies in regard to hiring or tenure. The employer was ordered to make whole Robert Bookstein for any loss of pay suffered by reason of the alleged discrimination against him.

281 Rennselaer Polytechnic Institute and IBT. (Case Nos. 3-CA-5661; JD-728-74.) Weekly Summary of NLRB Cases, W-1418:29, Nov. 27, 1974.

Listing of Decisions of Administrative Law Judges. Teamsters Local 294. Troy, N.Y.

282 Rochester Institute of Technology and RCIA. (Case No. 3-RC-6099.) Weekly Summary of NLRB Cases, W-1410:25, Oct. 2, 1974.

All non-academic full-time and regular part-time service and maintenance employees including crew leaders shall vote for representation by RCIA or for no represenation.

283 Rockefeller University and IUOE. NLRB Election Report, ER-160:7, June 19, 1975.

IUOE rejected as agent for all full-time regular skilled maintenance employees, including all Paint Shop employees, all Cabinet Shop employees, all Power, Heat and Light Plant employees, all Machine Shop Employees and all Elevator Maintenance Employees.

284 University of Rochester and NUHHCE (RWDSU). (Case No. 3-RC-6225.) Weekly Summary of NLRB Cases, W-1431:16, Feb. 26, 1975.

All regular full-time and regular part-time service employees shall vote for representation by National Union of Hospital and Health Care Employees (RWDSU), or for no representation.

285 University of Rochester and NUHHCE (RWDSU). (Case No. 03-RC-062-25).

NUHHCE (RWDSU) elected agent of all non-faculty employees outside of the hospital, including employees from Food Service, Housekeeping, Printing, Stores, as well as messengers, drivers, laboratory helpers and animal caretakers. Information on file in NCSCBHE.

NLRB CASES - North Carolina

286 Duke University and IUOE. (Case No. 11-RC-3953.) Weekly Summary of NLRB Cases, W-1419:24, Dec. 4, 1974.

All utility servicemen, senior electricians with inclusions shall vote for representation by IUOE or for no representation.

NLRB DECISIONS - North Carolina (cont'd)

287 Duke University and IUOE. (Case No. 11-RC-3954.) *Weekly Summary of NLRB Cases*, W-1419:26, Dec. 4, 1974.

All switchboard operators in the tele communications division shall vote for representation by IUOE, or for no representation.

288 Duke University and IUOE. (Case No. 11-RC-3418; 200-*NLRB*-No. 13.) 81-*LRRM*-1488 to 1491.

Campus-wide unit of maintenance employees of private nonprofit university is appropriate for bargaining. Refers to Duke University cases listed in Bibliography index.

289 Duke University and IUOE. (Case Nos. 11-RC-3953; 3954; 217-*NLRB*-No. 136.) 89-*LRRM*-1065-66.

Maintenance employees of medical center operated by Duke University are entitled to vote on whether they desire inclusion in existing unit of maintenance employees. Telephone switchboard operators do not constitute an appropriate unit for bargaining.

290 Duke University and IUOE. (Case Nos. 11-RC-3953; 3954; 217-NLRB-No. 136.) *Weekly Summary of NLRB Cases*, W-1442:34, May 5-9, 1975.

The Board directed an election of maintenance personnel at the employer's Medical Center to determine their desires as to being included in the existing maintenance unit represented by IUOE. The Board also found a unit of switchboard operators sought by IUOE not appropriate and dismissed the petition.

NLRB DECISIONS - Oklahoma

291 University of Tulsa and IUOE. (Case No. 16-RC-06565.) *NLRB Election Report*, ER-151:7, Sept. 23, 1974.

IUOE elected agent for all operation and maintenance employees who operate and maintain the boilers and air conditioners.

292 University of Tulsa and SEIU. (Case No. 16-RC-6786.) *Weekly Summary of NLRB Cases*, W-1427:15, Jan. 29, 1975.

All regular and full-time and regular part-time service and maintenance employees in the physical planning department shall vote for representation by SEIU, or for no representation.

NLRB DECISIONS - Pennsylvania

293 Duquesne University of Holy Ghost and SEIU. (Case No. 06-RD-00463.) NLRB Election Report, ER-160: 16, June 19, 1975.

SEIU elected agent of all building attendants.

294 Franklin and Marshall College and AFSCME. (Case No. 4-RC-11480.) Weekly Summary of NLRB Cases, W-1438:15, April 16, 1975.

All tradesmen, grounds persons, custodians, specialists with the exception of the computer person and the counseling test distributor shall vote for representation by AFSCME or for no representation.

295 Philadelphia College of Osteopathic Medicine and NUSOG. (Case No. 4-RM-843; 213-NLRB-No. 44.) Weekly Summary of NLRB Cases, W-1408:6, Sept. 18, 1974.

Jurisdiction is asserted over employer's medical school and hospital operations and an election is a unit of all guards and security officers was directed.

NLRB DECISIONS - South Dakota

296 Board of Regents of South Dakota v. Carter, Commissioner of Labor and Management Relations, AFSCME, The South Dakota Higher Education Faculty Association, and Janklow, Attorney General of the State of South Dakota, Intervenor. (Case Nos. 11310 to 11323.) 89-LRRM-2216 to 2224.

State board of regents has power pursuant to South Dakota Public Employees Union Act (SLL 52:205) to hire independent attorney in its action against labor organizations and State Labor Commissioner.

NLRB DECISIONS - Vermont

297 Goddard College and AFT. (Case No. 01-RC-13366.) NLRB Election Report, ER-155:20, Feb. 10, 1975.

AFT elected agent of all library paraprofessionals.

NLRB DECISIONS - Vermont (cont'd)

298 **Goddard** College and AFT. (Case No. 01-RC-13392.) NLRB Election Report, ER-155:20, Feb. 10, 1975.

AFT elected representative of all full-time and regular part-time clerical employees.

299 **Goddard** College and AFT. (Case No. 01-RC-13393.) NLRB Election Report, ER-156:23, Feb. 19, 1975.

AFT rejected as agent for all full-time and regular part-time employees of the residence and transportation department, maintenance department, and food services department.

NLRB DECISIONS - Wisconsin

300 **Northland** College and Northland College Faculty Senate. (Case No. 18-RC-10489.) Weekly Summary of NLRB Cases, W-1446:39, June 11, 1975.

All professional employees who teach more than 25 percent of the time, and librarians, shall vote for representation by Northland College Faculty Senate, or for no representation.

NLRB DECISIONS - HEALTH CARE

301 "'Guidelines' for Bargaining-Unit Determinations in Private Health-Care Institutions." Labor Relations Reporter-Analysis 89(5):9-12, May 19, 1975.

In several decisions, the NLRB attempts to establish guidelines for bargaining unit determinations in the private health-care industry. The cases arose following the 1974 amendments that expanded coverage of the Taft-Hartley Act to non-profit hospitals. The more significant unit determinations are the following:

(1) Registered nurses, see Mercy Hospitals of Sacramento, Inc., 89-LRRM-1097-1107, indexed in this Bibliography.

(2) Business office clerical employees, see Mercy Hospitals of Sacramento, Inc., 89-LRRM-1097 to 1107, and Sisters of St. Joseph of Peace, 89-LRRM-1082 to 82, indexed in this Bibliography.

(3) Technical employees, see Barnert Memorial Hospital Center, 89-LRRM, 1083 to 96, indexed in this Bibliography.

NLRB DECISIONS - HEALTH CARE - California

302 Mercy Hospitals of Sacramento, Inc., and SEIU. (Case Nos. 20-RC-12299, et al., 217-NLRB-No. 131.) 89-LRRM-1097 to 1107.

Article deals with representation and unit determination. Registered nurses, if they are so sought and they so desire, are entitled to be represented in a separate unit. Also, nonprofit hospital and acute care facility constitute single employer.

NLRB DECISIONS - HEALTH CARE - Connecticut

303 Newington Children's Hospital and NUHHCE, RWDSU. (Case No. 1-RC-13524; 217-NLRB-No. 134.) 89-LRRM-1108 to 12.

Union's requested unit of nonprofit pediatric hospital's service and maintenance employees, excluding licensed practiced nurses and other technical employees, is appropriate unit for bargaining. Technical employees differ from service and maintenance personnel in that they are certified by a school, licensed by the state, or registered with an association that maintains standards of proficiency in their fields of competency.

NLRB DECISIONS - HEALTH CARE - Missouri

304 Trinity Lutheran Hospital, Menorah Medical Center, St. Joseph Hospital, and Research Hospital and Medical Center, and IUOE and Firemen and Oilers. (Case No. 17-RM-540, et al; 218 NLRB No. 34.) 89-LRRM-1238 to 39.

Deals with timeliness of election petitions in light of 1974 health-care amendment to LMRA.

305 Trinity Lutheran Hospital et al. (Case No. 17-RM-540 et al; 218-NLRB-No. 34.) *Weekly Summary of NLRB Cases*, W-1446:20, June 2-6, 1975.

Full Board agreed with various Employer-Petitioners that the 1974 amendments to the Act impose special notice obligations upon health care institutions which warrant modification of the Board's normal rules for timely filing petitions.

NLRB DECISIONS - HEALTH CARE - Nebraska

306 Nebraska Methodist Hospital and IUOE. (Case No. 17-RC-7624; 218-*NLRB*-No. 99.) 89-*LRRM*-1415.

Hospital's motion to set aside stipulation for certification upon consent election, wherein employer contests appropriateness of stipulated unit, is denied as untimely, in that employer entered into stipulation with full knowledge that nonprofit hospital amendments to LMRA were about to take effect and employer's motion was filed subsequent to effective date of amendments, regional director's approval of stipulation, and holding of election.

NLRB DECISIONS - HEALTH CARE - New Jersey

307 Barnert Memorial Hospital Center and NUHHCE. (Case Nos. 22-RC-6184: 22-RC-6190; 217 *NLRB*-No. 132.) 89-*LRRM*-1083-1097.

Article deals with unit determinations. Separate units of technical employees and of service and maintenance employees at nonprofit hospital are appropriate for bargaining.

NLRB DECISIONS - HEALTH CARE - New York

308 CUNY-Mt. Sinai School of Medicine and Attending Physicians Association of the City Hospital Center at Elmhurst. (Case No. 29-RC-2745.) NLRB Stipulation Agreement, Nov. 6, 1974.

A unit consisting of all full-time and regular part-time salaried attending physicians who regularly work 20 hours or more per week elected Attending Physicians Association of the City Hospital Center at Elmhurst as its agent.

309 New York Medical College, Inc. (Case No. 2-RC-16712.) *Weekly Summary of NLRB Cases*, W-1425: 29, Jan. 15, 1975.

All full-time and regular part-time registered nurses in the Mental Retardation Unit shall vote for representation by Hospital and Health Care Employees, League of Registered Nurses, (RWDSU) or for no representation.

NLRB DECISIONS - HEALTH CARE - New York (cont'd)

310 New York Medical College, Inc. and RWDSU. Case No. 2-RC-16712. NLRB Election Report, ER-159:11, May 19, 1975.

RWDSU voted agent for all full-time and regular part-time registered nurses in the medical division of the college.

311 New York University Medical Center and Association of Staff Psychiatrists, Bellevue Psychiatric Hospital. (Case No. 2-RC-16607, April 25, 1975, 217-NLRB-No. 116.); 89-LRRM-1045 to 49.

Jurisdiction is asserted over NYU Medical Center which is administrative division of and operates under procedures of New York University.

NLRB DECISIONS - HEALTH CARE - Pennsylvania

312 Memorial Hospital of Roxborough and Operating Engineers, AFL-CIO. (Case No. 4-CA-7003, April 25, 1975, 217 NLRB No. 99.); 89-LRRM-1033 to 1034.

Nonprofit hospital that is alleged to have violated Sections 8(a)(1) and 8(a)(5) of LMRA is given notice to show cause why general counsel's motion for summary judgement should not be granted, where PLRB certified charging union, prior to effective date of nonprofit hospital amendments to LMRA, for unit of hospital's maintenance employees, and general counsel contends, among other things, that NLRB should give "comity" to state board's certification and not permit re-litigation of issues decided by state board.

NLRB DECISIONS - HEALTH CARE - Washington

313 Sisters of St. Joseph of Peace and RCIA. (Case No. 19-RC-7252; 217-NLRB-No. 135.) 89-LRRM-1082 to 83.

Unit of nonprofit hospital's business office clerical employees is appropriate for bargaining, while all other clericals belong in service and maintenance units, for reasons stated in Mercy Hospitals of Sacramento, Inc., 89-LRRM-1097.

NLRB DECISIONS - HEALTH CARE - Wisconsin

314 St. Catherines Hospital of Dominican Sisters of Kenosha, Wisc., Inc., and NUHHCE, Service and Hospital Employees Int'l. Union, intervenor. (Case Nos. 30-RC-2425; 30-RC-2426; 30-RC-2427; 217-NLRB-No. 133.) 89-LRRM-1070 to 76.

Neither petitioning union's requested unit of licensed practical nurses at non-profit hospital nor employer's and intervening union's requested overall unit of licensed practical nurses, office clerical employees, and service and maintenance employees is appropriate for bargaining.

ORGANIZED LABOR

315 Ten Boer, Marlin H. "A Study of the Extent and Impact of Organized Labor in Colleges and Universities." Ed. D. Dissertation, Indiana University, 1970.

PENSION LEGISLATION

316 "Federal Regulations on Pension Benefits." *News and Background Information*, 88-LRR-303 to 304.

Former HEW Secretary, C. Weinberger, urges President Ford to develop a single approach to federal regulations on pension benefits.

317 "Pension Law and Costs of Employee Benefit Plans." *News and Background Information*. 88-LRR-301 to 302.

Solicitor of Labor observes significant impact of pension law on benefit plans.

PERB DECISIONS - Hawaii

318 "HPERB Authorizes Agency Shop Service Fees Based on Percent of Salary for HGEA Units." (Case Nos. SF-02-23, 03-24, 04-25, 06-26, 08-27, and 13-28, Decision No. 57, Dec. 27, 1974.) 1975-GERR-590:B-4 to 7.

Hawaii public employees represented by but not belonging to AFSCME will pay service fee ranging from $7 to $15 a month based on a percentage of employees' salaries, instead of a flat annual service dollar amount comparable to union dues.

PERB DECISIONS - Massachusetts

319 Holyoke Community College and Maintenance Trades Council and AFSCME. (Case No. SCR-114, June 5, 1974.) 1974-GERR-574:C-1.

Massachusetts Labor Relations Commission rules that Council's request for unit composed of "all engineers, firemen, air conditioning and refrigeration painters, electricians, plumbers, carpenters, and helpers" is inappropriate for bargaining purposes. The Commission comments that, "The best interests of all concerned will not be served by separating into distinct bargaining units employees performing under similar working conditions and supervision."

320 "Massachusetts Commission Sets State Bargaining Units at 10." 1975-GERR-598:B-3 to B-5, Text E-1 to E-20.

Rejecting both employer and employee organization proposals for units of state employees ranging from 2 to 20, Massachusetts Labor Relations Commission exercises authority to amend its unit determination procedure rules to set five units for 43,000 nonprofessional employees and five for 12,000 professional workers. Commission reports no court challenge to procedure is expected and organizations already have petitioned to represent educators' and security workers' units.

PERB DECISIONS - Michigan

321 Macomb County Community College, AFSCME, and Macomb County Community College Supervisory Personnel Association. (Case No. R-75 C-100, May 5, 1975); 1975-GERR-607:C-1.

AFSCME is certified as representative of all supervisory employees of college, excluding all administrative employees.

322 Michigan State University and AFSCME. (Case No. C74 D-89, Sept. 13, 1974.) 1974-GERR-586:C-2.

MERC rules employer's excessive delay in implementing agreements worked out between parties for resolution of grievances dealing with job postings in married housing dormitory area and baker shop constitutes violation of its bargaining obligation.

PERB DECISIONS - Michigan

323 Michigan State University, Fraternal Order of Police and Michigan State University Administrative-Professional Association. (Case No. R-74 A-29, Oct. 14, 1974.) 1975-GERR-590:C-2.

MERC "rejects FOP's petition to carve out unit of seven police supervisors from larger unit of non-academic supervisory and administrative personnel," believing that, regardless of employee's training, if their employment is supervisory in nature that such employees should form one unit.

324 Michigan State University and Kellogg Center Student Employees Association. (Case No. R73 D-165, March 7, 1974.) 1974-GERR-564:C-2.

MERC rules that bargaining unit composed of part-time student employees at Center is inappropriate for bargaining purposes, keeping in line with its policy of avoiding fragmentation and seeking "as appropriate the largest possible bargaining unit compatible with the effectuation of the purposes of the law..."

325 Northern Michigan University and AFSCME. (Case No. R74 C-102, Sept. 17, 1974.) 1974-GERR-574:C-2.

AFSCME is certified as representative of all campus safety or security officers.

326 Regents of University of Michigan and University of Michigan Technical Employees Association. (Case No. R74 G-274, Feb. 25, 1975); 1975-GERR-607:C-112, C-1 to C-2.

MERC rejects association's request to represent unit of health care technicals, since such a unit would separate employees with same community of interest.

327 Schoolcraft College, UAW, and Schoolcraft College Association of Office Personnel. 1975-GERR-612:C-2.

Association is certified to represent all full-time office clerical employees.

PERB DECISIONS - Minnesota

328 Mankato State College and MSEU, AFSCME. Case No. 74-PR-394-A, May 24, 1974.) 1974-GERR-564: C-5.

MSEU certified as agent of all employees.

329 Minnesota State Employees Union, AFSCME, and Minnesota State Board for Community Colleges. (Case No. 75-PR-450-A, May 12, 1975), 1975-GERR-607:C-4.

Bureau certifies union as representative of all employees of Minn. State Board for Community Colleges.

330 Moorhead State College and MSEU, AFSCME. (Case No. 74-PR-590-A, June 12, 1974.) 1974-GERR-569: C-5.

Bureau orders job classification of athletic equipment manager be included within appropriate unit.

331 St. Cloud State College and Minnesota State Employees Union, AFSCME. (Case No. 74-PR-505-A, Sept. 10, 1974.) 1974-GERR-582:C-2 to 3.

AFSCME is certified as representative of all clerical, technical, and professional employees of college.

332 St. Cloud State College and Minnesota State Employees Union, AFSCME. (Case No. 74-PR-590-A, June 12, 1974.) 1974-GERR-569:C-5.

Bureau orders job classifications of senior electronics technician, offset press operator, and senior offset press operator be included within appropriate unit.

333 University of Minnesota and IUOE. (Case No. 75-PR-178-A, July 29, 1974.) 1974-GERR-569:C-5.

Upon joint petition of parties, bureau certified IUOE as representative of all crane operators and heavy equipment pool supervisors.

334 University of Minnesota and Minnesota Teamsters Public and Law Enforcement Union. (Case No. 75-PR-519-A, Jan. 15, 1975.) 1975-GERR-598:C-4.

Upon joint petition of parties, union is certified as representative of all employees of student health center in classifications of: senior hospital central service technician, nursing assistant, senior nursing assistant, building caretaker, senior general mechanic, maintenance and operations mechanic, senior lab attendant, cook, and hospital custodial worker.

PERB DECISIONS - Minnesota (cont'd)

335 University of Minnesota and Minnesota Teamsters Public and Law Enforcement Employees Union. (Case No. 75-PR-41A, July 15, 1974.) 1974-GERR-569:C-5.

Bureau orders following job classifications added to appropriate unit certified on Sept. 10, 1973: farm animal technician, assistant farm animal technician, gardener, assistant gardener, and laboratory animal technician.

336 Winona State College and MSEU, AFSCME. (Case No. 74-PR-591-A, June 12, 1974.) 1974-GERR-569: C-5.

Bureau orders job classification of automotive mechanic be included within appropriate unit.

PERB DECISIONS - New Hampshire

337 "Denial of Bargaining Rights to New Hampshire University Professors Upheld by U.S. District Court." (Civil Action No. 74-188, June 6, 1975.) 1975-GERR-611:B-10 to 11.

Court unanimously decides that New Hampshire's state law which excludes university professors from collective bargaining is reasonable and that legislature had "rational basis" for enacting such legislation. Appeal by AAUP may not be necessary; pending legislation establishing new bargaining laws was signed by governor.

PERB DECISIONS - New Jersey

338 County College of Morris and Internal Staff Employment Association of County College of Morris and County College of Morris Staff Association. (Docket No. RO-814, RO-823, Sept. 27, 1974.) 1974-GERR-578:C-3.

N.J. PERC certifies Staff Assn. as representative of many classifications--mainly clerical keypunch and computer operators, custodial and maintenance employees.

PERB DECISIONS - New York

339 Columbia-Greene Community College; County of Columbia and County of Greene and AFSCME. (Case No. C-1138, May 13, 1975.) 1975-GERR-612:C-5.

AFSCME is certified as representative of account clerks, admission and records assistant, assistant director (community services), administrative assistant (purchasing), cleaners, maintenance men, receptionist, and stenographer.

340 "PERB Precluded From Ordering Implementation of Contract Provisions, New York Court Rules." (New York Court of Appeals, Case No. 172, May 7, 1975.) 1975-GERR-610:B-9.

N.Y. PERB is only authorized to demand that public employers and their employee representative bargain in good faith, and is precluded from demanding that contractual provisions be executed.

341 Schenectady County Community College and Schenectady County Community College Faculty Association. (Case No. C-1223, May 13, 1975.) 1975-GERR-612:C-5.

Board certifies association as representative of instructor I and II, assistant to director EOC, assistant instructor, assistant counselor, senior counselor, and counselor.

342 "SEIU Loses Bid to Decertify CSEA in Two N.Y. Counties; PERB Moves to Bar Future Use of Altered Sample Ballots." (PERB Case Nos. C-1064, C-1097, Aug. 2, 1974.) 1974-GERR-579: B-1 to 3.

SEIU fails in its attempt to replace CSEA as bargaining agent for over 2,000 employees of Ulster and Orange Counties. PERB dismisses SEIU's election objections, but says it will no longer permit use of sample ballots marked with a vote for one of the competing agents.

PERB DECISIONS - Oregon

343 Oregon State University. Van Natta's Reporter, No. 55, Nov. 4, 1970.

The action of the employer is ordered upheld since the appellant's actions of being absent, without authority, from his job during his scheduled work hours and of having a time card that does not reflect the actual hours worked constitute misconduct. On file NCSCBHE.

344 Oregon State University and University of Oregon, Typographical Pressmen's and Bindery Unions v. Personnel Division, OSU, U. of O. and State Printer. "Good Faith Bargaining." Van Natta's Reporter, C-39, March 31, 1971.

Good faith bargaining ruled on, issues concern; are respondents obligated to negotiate a binding wage contract with charging parties re: compensation to be paid employees represented by charging parties? do respondents have such authority? and is the refusal of the personnel division to enter into such negotiations a violation of the obligation to bargain collectively in good faith under ORS. 243. 745? On file NCSCBHE.

345 Southern Oregon College; Flute Jay Mack v. S.O.C. Van Natta's Reporter, No. 201, Aug. 13, 1973.

Personnel Division's denial of request of appellant for reclassification from Stores Clerk to Storekeeper was not arbitrary or in violation of law. On file NCSCBHE.

346 University of Oregon. Van Natta's Reporter, No. 194, Apr. 24, 1973.

Dismissal of appellant, who was dismissed for inefficiency, found to be taken in good faith and for cause and is affirmed. On file NCSCBHE.

347 University of Oregon. Van Natta's Reporter, No. 107, Feb. 8, 1972.

Suspension of laborer is affirmed, the Board concluding that his use of vile, vulgar, highly offensive language while addressing a fellow employee in the presence of others, having been previously warned as to the use of such language, constitutes sufficient ground for a disciplinary action based on misconduct. On file NCSCBHE.

348 University of Oregon. Van Natta's Reporter, No. 43, Sept. 29, 1970.

Community Service Worker is reinstated to her position with full back pay. The original dismissal was overruled because, even though her work was below par, she was not adequately notified and given the opportunity to correct any deficiencies. The attempted dismissal was not based on racism or prejudice. On file NCSCBHE.

PERB DECISIONS - Oregon (cont'd)

349 University of Oregon. Van Natta's Reporter, No. 52, Nov. 6, 1970.

Board asks that the Executive Department-Personnel Division consider whether or not the appellant's activities in delivering items of value and his occasional acting as foreman are sufficient grounds to reclassify his position to the class of Equipment Operator 2. Either class 1 or class 2 could be appropriate depending upon the weight given to his various duties. On file NCSCBHE.

350 University of Oregon and AFSCME. "AFSCME Petitioning for Election Among the Students Employed in the Food Service Section of ERB Memorial Union." Van Natta's Reporter, C-8, Mar. 27, 1970.

Board orders establishment of a bargaining unit consisting of part-time unclassified student employees enrolled for eight or more credit hours who are not represented by the Graduate Student Association and who are employed in either of two food service sections. Board further orders a representation election be held in this unit to determine whether employees wish to be represented for collective bargaining purposes by AFSCME, or whether they desire no representation. On file NCSCBHE.

351 University of Oregon and AFSCME. "Decertification Petition, Motion to Dismiss." Van Natta's Reporter, C-80, June 21, 1972.

Board upholds respondent's motion to dismiss the refusal to bargain charge. Complainant admitted that it had been served with a decertification petition and that an employer cannot bargain with a union against whom a decertification petition has been filed until that issue has been resolved. On file NCSCBHE.

352 University of Oregon and Oregon State Employees Association. "Use of Facilities by Competing Union." Van Natta's Reporter, C-81, July 26, 1972.

Relief requested by complainant is not granted, but respondent is advised by Board that a violation of the contract will occur if respondent knowingly makes its facilities available to a competing union whose purpose is to encourage recognition of any group other than complainant to represent unit. On file NCSCBHE.

353 University of Oregon Dental School. Van Natta's Reporter, No. 62, Feb. 8, 1971.

A suspension and dismissal action based upon the statutory charges of "inefficiency" and "insubordination" was taken in good faith, but fails to establish that it was taken for sufficient reasons. The Appellant, a custodial worker, is ordered reinstated to his former position without loss of pay. On file NCSCBHE.

354 University of Oregon Medical School. Van Natta's Reporter, No. 182, Mar. 20, 1973.

Board affirms dismissal of carpenter foreman who was dismissed for the statutory reasons of incompetence, inefficiency, insubordination and unfitness to render effective service. On file NCSCBHE.

355 University of Oregon Medical School. Van Natta's Reporter, No. 154, Oct. 4, 1972.

Appeal of appellant who was dismissed for reasons of misconduct, inefficiency and insubordination is dismissed. The appellant failed to appear for the hearing of his appeal and the appointing authority established a prima facie case in support of its action. On file NCSCBHE.

356 University of Oregon Medical School. "An Appropriate Bargaining Unit for the Registered Radiological Technicians at the U. of O. Medical School." Van Natta's Reporter, C-55, Sept. 23, 1971.

Unit of radiological technicians is found inappropriate for collective bargaining purposes since it is lacking in "significant problems which can be negotiated and adjusted without regard to the other employees of the employer," and since the establishment of this group as a separate unit could lead to unit fragmentation that would be inimical to stable labor relations. On file NCSCBHE.

357 University of Oregon Medical School. Van Natta's Reporter, No. 73, June 28, 1971.

Suspension of animal caretaker was taken in good faith and for cause, and Board recommends that the suspension be sustained. On file NCSCBHE.

358 University of Oregon Medical School and AFSCME. "Decertification Petition, Security Guard Unit." Van Natta's Reporter, C-94, Jan. 29, 1973.

Union's objections to decertification petition are dismissed and an election is ordered to determine whether or not the employees in the unit wish to be represented for the purposes of collective bargaining by AFSCME. On file NCSCBHE.

359 University of Oregon Medical School and AFSCME. "Alleged Violation of Collective Bargaining Contract." Van Natta's Reporter, C-11, Mar. 31, 1970.

The grievance, which requests "back and future pay" for work done in a different classification seeks arbitration on a matter "excluded by controlling law" (Article XI, Section 1, Step IV).

The grievance, as worded, is not subject to arbitration and the present complaint to the Board is dismissed, without prejudice.

The collective bargaining agreement does not rule out amendments, and proceedings to arbitration upon stipulation.

360 University of Oregon Medical School and AFSCME. "Appeal on Grievance That Foreman Violated ORS 243.730." Van Natta's Reporter, C-7, Apr. 3, 1970.

Board dismisses employee's complaint that foreman violated this section when he asked complainant to produce a doctor's certificate to substantiate his reported illness. On file NCSCBHE.

361 University of Oregon Medical School, AFSCME and the State Personnel Division. "Good Faith Bargaining." Van Natta's Reporter, C-70, June 14, 1972.

U. of O. and State Personnel Division found to violate their obligation to bargain collectively in good faith by refusing to bargain separately with AFSCME, Local 1723, insisting on coalition bargaining with Oregon State Employees Association. The respondents are ordered to bargain in good faith. On file NCSCBHE.

PERB DECISIONS - Oregon (cont'd)

362 University of Oregon Medical School and Licensed Practical Nurses Association. Van Natta's Reporter, C-53, Aug. 3, 1971.

Recommended that Board enter an order finding that all LPN's employed by U. of O. Medical School in the Medical School Hospital and in the State Tuberculosis Hospital constitute an appropriate unit for collective bargaining, and that said unit vote to determine whether employees wish to be represented by the Petitioner or wish no representation for purposes of collective bargaining. On file NCSCBHE.

363 University of Oregon Medical School, University State Tuberculosis Hospital, and Oregon Nurses Association. "Good Faith Bargaining." Van Natta's Reporter, C-58, Sept. 15, 1971.

Board rules that employers did not fail to bargain in good faith on wages. A discussion was held when employers maintained they could not bargain on wages because they believed bargaining on the subject had been preempted by the legislature by the passage of HB 3047 (or Laws 1971, Ch. 558) and the related Budget Report of the Joint Committee on Ways and Means. On file NCSCBHE.

PERB DECISIONS - Pennsylvania

364 Girard College and NUSOG. (Case No. PERA-R-5110-E, Sept. 12, 1974.) 1974-GERR-582:C-7.

Board denies certification to NUSOG.

365 Hahnemann Medical College and Hospital of Philadelphia and NUHHCE. (Case No. PERA-R-4858-E, Aug. 1, 1974.) 1974-GERR-569:C-9

NUHHCE, Division of RWDSU, is certified as representative of all full-time and regular part-time service and maintenance employees working 20 hours or more a week.

366 Lehigh County Community College and Community College School Services Personnel. (Case No. PERA-R-4956-C, June 27, 1974.) 1974-GERR-569:C-8.

Board certifies Lehigh County Community College School Service Personnel as representative of all full-time and regular part-time non-professional employees.

367 Medical College of Pennsylvania and PNA. (Case Nos. PERA-R-3877-E, PERA-R-3879-E, and PERA-R-3878-E, June 3, 1974.) 1974-GERR-564:C-6.

PNA is certified as representative of: 1) all full-time and regular part-time staff and faculty nurses and 2) all full time and regular part-time head nurses and first-level supervisors.

368 Medical College of Pennsylvania, Hospital and PLRB and PNA.(Case Nos. PERA-R-3877-E, PERA-R-3878-E, PERA-R-3879-E, PERA-C-3969-E, Mar. 29, 1974.) 1974-GERR-569:C-9.

Rejecting employer's view that "staff nurses are per se supervisory" personnel, Board acts favorably on PNA's request for appropriate unit composed of "full-time and regular part-time staff nurses and faculty nurses." PLRB dismisses employer's objections that PNA does not qualify as agent for staff nurses because employer's supervisory personnel are members and officers of PNA.

369 Slippery Rock St. College and RCIA. (Case No. PERA-R-5916-W, Mar. 27, 1975.) 1975-GERR-603:C-7.

Board certifies RCIA agent of all book store clerks, office clerical employees and snack bar employees.

370 Temple University and Guild of Professional, Technical, and Office Employees. (Case No. PERA-R-5406-E, Sept. 13, 1974.) 1974-GERR-582:C-5.

Board certifies Guild of Professional, technical and office employees, RWDSU, as representative of: 1) bibliographic assistants and 2) first level supervisory bibliographic assistants.

371 Temple University Hospital and PNA. (Case No. PERA-R-4914-E and R-4914-E, Sept. 19, 1974.) 1974-GERR-582:C-5.

PNA is certified as representative of: 1) all first level supervisory employees including head nurses and assistant head nurses and 2) all full-time and regular part-time general duty and staff nurses, including clinical nurse instructors, nurse anesthetists, and cardiac catherization technologists.

PERB DECISIONS - Pennsylvania (cont'd)

372 **Thomas** Jefferson University and NUHHCE, RWDSU. (Case No. PERA-R-4439-E, July 10, 1974.) 1974-GERR-569:C-8.

Board certifies NUHHCE as representative of licensed practical nurses.

373 **University** of Pittsburgh and SEIU. (Case No. PERA-R-5043-W, Aug. 15, 1974.) 1974-GERR-574:C-3.

Board certifies SEIU as representative of all maintenance employees, groundskeepers and custodial employees on campus.

PERB DECISIONS - Rhode Island

374 **Rhode** Island College and Rhode Island College Staff Association. (Case No. EE-2097, Nov. 22, 1974.) 1975-GERR-598:C-7.

RILRB rules that position of controller of the college, director of Bureau of Social and Education Services, director of library, director of Urban Education Center and physical plant engineer do not belong in bargaining unit with other supervisory personnel. These positions were characterized as "top-level supervisory duties."

PRE-PAID LEGAL SERVICES

375 Columbia University School of Law, Columbia School of Social Work, and SCMEU. Labor News Memorandum, 29(27-29):2, July 17, 1974.

SCMEU has taken steps to provide its members with legal services. Available to a sample of members will be civil legal services and a broad program of legal aid on such problems as debt, consumer fraud, and garnishment. The program will be financed by contributions from the Ford Foundation, the union and other smaller contributors.

376 "Employer Held Key to Success of Negotiated Pre-Paid Legal Service." 1974-GERR-582:B-6 to B-7.

Panels discussing collective bargaining for legal services at Second National Consumer Conference on Legal Services agree most unions are convinced pre-paid legal services for public employees are in their best interest but employers still must be convinced. Spokesmen include general counsels of Laborers, Teamsters and AFSCME.

PRE-PAID LEGAL SERVICES (cont'd)

377 Mannix, Thomas. "The Advantages of Closed Panel Delivery Systems for Group Legal Services." *The Nassau Lawyer*, January, 1975.

378 "New ABA Rules on Prepaid Legal Services." *News and Background Information*, 88-*LRR*-218 to 219.

Houston amendments are superseded by new rules opening door to closed panels.

379 "New York Court Backs Union Proposals for Prepaid Legal Plan." 1975-*GERR*-601:B-15 to B-16.

In relatively new wrinkle concerning union-provided services, N.Y. Court of Appeals decides that lower court had no basis for failing to approve two union-drafted proposals offering members pre-paid legal plan.

380 "Prepaid Group Legal-Service Plans are Increasing." *Labor News Memorandum*, 30(9-10):5-6, Mar., 1975.

The number of prepaid group legal-service plans adopted by unions, consumer cooperatives, teacher associations, and student groups is increasing rapidly. In early 1975, the total of such plans was estimated at 3,000 nationwide.

PRODUCTIVITY

381 "City Managers Told to Give Employees Chance to Improve Productivity." 1974-*GERR*-581:B-9 to B-12.

Pamphlet on ICMA's deferred compensation retirement plan explains retirement corporation was organized because of state and local government's inability to provide retirement security for mobile public employees.

382 McKersie, Robert B. *The Productivity Problem and What Can be Done About it in the Public Sector*. Occasional Paper No. 3. Ithaca, N.Y.: New York School of Industrial and Labor Relations, Cornell University, 1973.

Examines the problem and offers strategies to cope with it.

383 *Midwest Monitor*, 1-6, March/April, 1975.

Entire issue devoted to productivity.

PUBLIC EMPLOYEE BARGAINING

384 Aaron, Benjamin. "Federal Bills Analyzed and Appraised by Expert." LMRS Newsletter, 5(11):2-4, November, 1974.

385 Anderson, Arvid. "Public Employee Collective Bargaining: The Changing of the Establishment." Wake Forest Law Review, 7(2):175-188, March, 1971.

386 Burton, John F., Jr., and Charles Krider. "The Role and Consequence of Strikes by Public Employees." Yale Law Journal, 79(3): 418-440, January, 1970.

387 Daykin. "Legal Meaning of 'Supervisor' Under Taft-Hartley." Labor Law Journal, 13:130, 1963.

388 Kheel, Theodore W., et al. "Exploring Alternatives to the Strike." Monthly Labor Review, 96(9): 35-66. September, 1973.

Eighteen authors contribute to this special section.

389 Rains. "Collective Bargaining in the Public Sector and the Need for Exclusion of Supervisory Personnel." Labor Law Journal, 275, 1972.

390 Rock, Eli. "The Appropriate Unit Question in the Public Service: The Problem of Proliferation." Michigan Law Review, 67:1001 - 1016, March, 1969.

391 Schoenthal, Val L. "Collective Bargaining in the Public Sector: A Survey of Major Options." Drake Law Review, 18:26-46, December, 1968.

392 Shane, Joseph. "Due Process and Probationary Employees." Public Personnel Management, 447-450. September-October, 1974.

Discusses recent court decisions and their possible impact on the concept of discharge.

393 Shapiro. "The Choice of Rule Making or Adjudication in the Development of Administrative Policy." Harvard Law Review, 78:921, 1965.

394 Silverman. "The Case for the NLRB's use of Rule Making in Asserting Jurisdiction." Labor Law Journal, 607, October, 1974.

395 Summers. "Public Employee Bargaining: A Political Perspective." Yale Law Journal, 83:1156, 1974.

PUBLIC EMPLOYEE BARGAINING (cont'd)

396 "Symposium on Public Sector Bargaining." Oregon Law Review, 51(1): 7-213, Fall, 1971.

PUBLIC EMPLOYEE BARGAINING - Canada

397 Arthurs, H. W. "Collective Bargaining in the Public Service of Canada: Bold Experiment or Act of Folly?" Michigan Law Review, 67:971-1000, March, 1969.

Reviews the Public Service Staff Relations Act.

398 Love, J. Douglas. "Proposals for Collective Bargaining in the Public Service of Canada." In Proceedings of the 1966 Annual Spring Meeting. Milwaukee: Industrial Relations Research Association, 1966.

399 Weinberg, Paul. ed., Emerging Sectors of Collective Bargaining. Montreal: McGill University Industrial Relations Centre, 1968.

Contains papers by Anderson, Frankel, Kassalow, and others, presented at the 18th Annual Conference.

PUBLIC EMPLOYEE BARGAINING - HEALTH CARE

400 "AHA Research Capsules: Extent of Collective Bargaining in Hospitals." Hospital, 46:216-218, April, 1972.

401 "American Society of Hospital Pharmacists Postpones Decision on Unionization." Hospitals, 44:73-74, June, 1970.

402 Amos, James L. Comparison of Measures Deployed by Unions to Organize Ohio's Hospitals. 1953-1968. Washington, D.C.: Department of Health Care Administration, School of Government and Business Administration, George Washington University, 1970.

403 Bullough, Bonnie. "New Militancy in Nursing: Collective Bargaining Activities by Nurses in Perspective." Nursing Forum, 101(3): 273-288, 1971.

404 Bunker, Charles S. A Study to Determine the Impact of Unionization and the Threat Thereof on New York City's Voluntary, Nonprofit Hospitals. D.B.A. Dissertation, George Washington University, 1968.

405 Cleland, Charles C. and Floyd S. Brandt. "Unionization of Institutions: A therapeutic Event." Community Mental Health Journal, 6:51-62, February, 1970.

406 Day, M. Celesta. The Hospitals' Organization During Union Activities: A Comparison of Three Factors of Organization in Thirty New York City Hospitals as They Relate to Union Activities. M.H.A. Dissertation, George Washington University, 1966.

407 "D.C. Nurses Association to Represent Nurses on Professional Matters." American Journal of Nursing, 70:16-18, January, 1970.

408 Faine, Jeffry C. The Extent and Impact of Collective Bargaining and Unionization Upon the Nonprofit Hospital. Washington, D.C.: Department of Health Care Administration, School of Government and Business Administration, George Washington University, 1970.

409 Fisher, Stan. "Unions Compete for Workers at Duke." Modern Hospital, 114:106-107, 162, June, 1970.

410 Galvin, J. Michael, Jr. Collective Bargaining-Union Relations. M.H.A. Dissertation, Xavier University at Cincinnati, 1969.

Administrators' attitudes towards unionization.

411 Golodner, Jack. "Collective Bargaining in Voluntary Nonprofit Institutions-Panel Discussion-I." Collective Bargaining Today; Proceedings of the Collective Bargaining Forum, 1970.

Washington, D.C: Bureau of National Affairs, 1971.

412 Himmelsbach, William A. Toward A Game-Behavioral Model for the Collective Bargaining Process and its Implications in the Hospital Sector. M.P.H. Dissertation, University of Pittsburgh, 1970.

PUBLIC EMPLOYEE BARGAINING - HEALTH CARE (cont'd)

413 Jacox, Ada. "Collective Action and Control of Practice by Professionals." Nursing Forum, 101(3): 239-257, 1971.

PUBLIC EMPLOYEE BARGAINING - HEALTH CARE - Canada

414 Gleason, Joyce. "Change or Convenience: Dispute Between Three Groups of Nurses and the Administration at Winnipeg General Hospital." Hospital Administration in Canada. 13:57-60, October, 1971.

PUBLIC SECTOR LABOR RELATIONS

415 "Public Sector Bargaining Conference Foresees Federal Law." 1975-GERR-588:A-1 to A-8.

Pervasive interest of practitioners both addressing and attending January 9-10. Those at the conference on Realities of Labor Relations in Government Service January 9-10 in Washington, D.C., predicted passage of Federal Law to regulate state and local employee bargaining by new Congress. Series of workshops also considered questions of units, scope of bargaining, contracting out, budgets, final offer arbitration, and public employee strikes.

RETRENCHMENT

416 "Discrimination in Recession Layoffs." News and Background Information, 89-LRR- 5 to 6.

BLS study reveals no evidence of sex, color, or age bias in recent layoffs.

417 "EEOC Deferral of Action on Layoff Guidelines." News and Background Information, 88-LRR-313 to 314.

Commissioners vote to postpone action on guidelines until the Equal Employment Opportunity Coordinating Council convenes to discuss them.

418 "Effect of Seniority in Layoffs on Minorities." News and Background Information, 88-LRR-87 to 88.

White House Counsel, Phillip Buchen, tells of effort to sort out legal issues.

RETRENCHMENT (cont'd)

419 "Proposed Uniform Federal Guidelines on Layoffs." 89-*LRR*-22.

Equal Employment Opportunity Coordinating Council agrees to attempt to draft uniform federal layoff guidelines.

SABBATICAL LEAVES

420 "Pre-Retirement Sabbaticals." *News and Background Information*, 87-*LRR*-60.

Rep. Donald Fraser (D.-Minn.) has introduced a bill (H.R. 16545) authorizing the HEW Department to make a feasibility study of building a system of "work leave" benefits into the social security system. Participants in an experimental program would be required to take somewhat reduced benefits at normal retirement age.

SLRB DECISIONS - New York

421 Columbia University and BSEIU. (Case No. SE-9232, Decision No. 2552, August 2, 1943.) *Decisions and Orders of NYSLRB*, 6:588-600, 1943.

Building Service employees in a commercial loft building operated for profit by Columbia University were not found to be employees of an educational corporation within the meaning of the Act, and the SLRB directed an election to determine whether or not said employees desired representation by BSEIU.

In 1945, the Court of Appeals held that these employees, regardless of the type of work they were performing, were excluded from application of the Act by the express language of Section 715, because they were employees of an educational association or corporation (Trustees of Columbia University in the City of New York et al. v. Herzog, et al., 295 NY 605, affirming 269 App. Div. 24, reversing 181 Misc. 903).

In 1946, Section 715 was amended, thereby affording such employees protection by the Act (Laws of 1946, Chapter 463).

422 Long Island College Hospital and Hospital Division, BSEIU, and Maintenance Division of the Building and Construction Trades Council. (Case Nos. SE-37117, 38602, July 6, 1964, 27-SLRB-No. 91.) Decisions and Orders of the NYSLRB, 27:405-418, 1964.

Concerns proper unit determination. SLRB determines that a recognition election must be conducted among numerous classifications of full-and part-time employees.

423 Long Island College Hospital and Hospital and Allied Service Employees Union, SEIU. (Case No. SU-43142, June 30, 1971, 34-SLRB-No. 48.) Decisions and Orders of NYSLRB, 34:324-337, 1971.

Board ordered Long Island College Hospital to cease and desist from refusing to bargain with Hotel and Allied Service Employees Union, SEIU, as the exclusive bargaining representative of all full-time and regular part-time employees in the maintenance of plant and engineering department, and ordered that the certification of representative [Dec. No. 11210] be extended one year.

424 New York Medical College and Drug and Hospital Union. (Case No. SE-44325, Feb. 9, 1971, 34-SLRB-No. 6.) Decisions and Orders of NYSLRB, 34:45-49, 1971.

Board directed election among all full-time and regular part-time employees in appropriate unit to determine whether or not they desire to be represented for the purposes of collective bargaining by Drug and Hospital Union.

425 New York Medical College and Guild of Professional and Technical Hospital Employees. (Case No. SE-44620, Feb. 18, 1972, 35-SLRB-No. 10.) Decisions and Orders of NYSLRB, 35:92-96, 1972.

Direction of a new election among all full-time and regular part-time supervisory and assistant supervisory technical employees to determine whether or not they desire to be represented for the purposes of collective bargaining by Guild of Professional and Technical Hospital Employees. The old election was set aside since the employer did not afford employees adequate notice of the election, with the result that at least two eligible employees did not vote.

426 SUNY, Faculty Student Association of the State University College at New Paltz, Inc. and IBT. (Case No. CEE-1552, Oct. 18, 1971, 34-SLRB-No. 67.) Decisions and Orders of NYSLRB, 34:446-449, 1971.

Direction of election among all full-time and regular part-time employees in appropriate unit to determine whether or not they desire representation for collective bargaining purposes by IBT.

427 Syracuse University and CIO. (Case No. CE-788, Oct. 23, 1951, 14-SLRB-No. 119.) Decisions and Orders of NYSLRB, 14:545-546, 1951.

Petition to represent employees in steam plant operated by university is dismissed. Although a portion of the steam produced is sold commercially, the university is the primary user of the steam and, therefore, the employees are precluded from protection by Section 715 of the Act.

STRIKES

428 "Michigan State U Clerks and Technicians Reach Contract." 1974-GERR-585:B-17.

Michigan State University in East Lansing and the Independent Michigan State University Employees Association have reached agreement on a first contract providing minimum 14 percent salary increases over two years for the university's 2,300 clerical and technical employees. The two-year contract which is retroactive to July 1, 1974, guarantees all employees a minimum 8 percent salary increase during the 1974-75 and a minimum 6 percent the following year. MSU custodial and maintenance employees are represented by AFSCME, Local 1585.

429 New School for Social Research and IBT. "New School Employees Back on Job." New York Times, Feb. 1, 1975., p. 31.

Clerical and library employees of the New School, following a week-long strike, ratified a new two-year contract. The 153-member unit, affiliated with IBT, won a $15 across-the-board increase this year, a $10 increase next year, and a revenue-sharing factor tied to future increases in the school's annual unrestricted revenues.

STRIKES (cont'd)

430 "Slowdown Threatened by Interns and Residents of University of Michigan Hospital." 1974-GERR-577:B-11.

Residents and interns at the University of Michigan hospital, represented by the House Officers Association, threaten a slowdown unless their demands for an improved contract are met by the administration. The disputed issues are salary increases, fringe benefits, and working conditions.

STRIKE - RIGHTS

431 "N.Y. State Court Upholds Taylor Law Strike Penalties. 1975-GERR-590: B-2 to B-4.

Strike sanctions imposed under New York State's Taylor Law are not unconstitutional, according to majority opinion by state's court of appeals.

432 "Report on N.Y.C. Labor Relations Urges Public Employee Strikes Be Legal." 1975-GERR-594:B-3 to B-6, E-1 to E-8.

Legalizing public employee strikes except those deemed inconsistent with vitally important public interests and removing from bargaining scope practical impact of management's workload and manning decisions are among changes Columbia University Professor Raymond Horton recommends to State Charter Revision Commission for New York City. Other suggestions include ratification of agreements by city council, public hearing on contracts, and synchronization of budgeting and bargaining process.

UNIONS

433 "BLS Survey Shows Membership Gains in Public Employee Groups." 1974-GERR-585:D-1 to D-19.

Membership in 177 labor unions headquartered in U.S. rose by 148,000 to total of 20.8 million between 1970 and 1972, according to Bureau of Labor Statistics' latest directory of national unions and employee associations, while membership in professional and public employee associations climbed 353,000 during that period. AFSCME ranks eleventh among unions with 443,000 members, AFGE ranks nineteenth with 293,000, while NEA leads associations with over 1.16 million members; tables included.

WORKMEN'S COMPENSATION

434 Blackwell, Thomas E. College Law: A Guide for Administrators. Washington, D.C.: American Council on Education, 1961.

GLOSSARY OF LABOR TERMS

The definitions, explanations and examples of the words, terms and basic laws listed below pertain to labor relations. While these terms may have a wider application, this glossary attempts to limit its entries to explaining usages in connection with labor relations.

SOURCES FOR GLOSSARY OF LABOR TERMS

Academic Collective Bargaining Information Service. Glossary of Labor Terms. Washington, D.C.

Anderson, William S., Ed. Ballentine's Law Dictionary. Rochester, N.Y.: The Lawyers Co-Operative Publishing Company, 1948.

Doherty, Robert E. and Gerard A. DeMarchi. Industrial and Labor Relations Terms. Ithaca, N.Y.: New York State School of Industrial and Labor Relations, Cornell University, 1974.

Elkouri, Frank and Edna A. Elkouri. How Arbitration Works. Washington, D.C.: The Bureau of National Affairs, 1973.

Gordon, Irving L. Reviewing American History. New York: Amsco School Publications, Inc., 1967.

Peterson, Florence. American Labor Unions. New York: Harper & Brothers Publishers, 1953.

GLOSSARY

A:

Administrative law judge - Official who conducts hearings and makes recommendations to the NLRB or other government agency. (Formerly called a trial or hearing examiner.)

Affirmative order - Command issued by a labor relations board requiring the persons found to have engaged in unfair labor practices to take such steps as will, so far as possible undo the effect of such practices.

Agency Shop - Provision of a collective bargaining agreement which requires that all employees in the bargaining unit who do not join the employer organization pay a fixed amount, usually the equivalent of union dues, as a condition of employment to help defray the organization's expenses as bargaining representative.

Agent - Person acting for an employer or an union; act of the agent implicates the principal for whom the agent acts in the manner of unfair labor practices or of conduct subject to court action whether or not specifically authorized or approved.

Agreement, Collective Bargaining - A written agreement (contract) arrived at as the result of negotiation between an employer or a group of employers and an employee organization or group of organizations. It usually contains such provisions as the conditions of employment (wages, fringes, hours of work, etc.) and the procedures to be used in settling disputes during the term of the contract.

A: (Cont'd.)

American Arbitration Association (The) - (AAA) is a private, non-profit organization which offers serivces and facilities for voluntary arbitration. It is an administrative agency solely, never acting as arbitrator. It maintains panels from which arbitrators may be selected, and it provides administrative personnel and procedures for cases being arbitrated under its rules.

Annual Wages - Sometimes used in a general sense to refer to total earnings received during a year; more particularly used in connection with plans whereby workers are guaranteed a minimum amount of wages or employment each year.

Anticertification strike - Strike designed to force an employee to cease recognizing a union which has been certified as bargaining agent and to recognize the striking union instead. This is an unfair labor practice under the Taft-Hartley Act as to which a court injunction must be asked if it is believed that a complaint should be issued.

Anti-injunction Law (Norris-LaGuardia Act) - An act passed in 1932 which (a) regulated the issuance of injunctions by federal courts in labor disputes by prohibiting the enjoining of certain acts and by laying down certain conditions which must be satisfied before other acts can be enjoined; (b) makes yellow-dog contracts unenforceable; (c) specifies that no union officer shall be held responsible for acts committed during a labor dispute unless there is clear proof he authorized such act; (d) provides for trial by jury of any person charged with contempt of court in a case arising under the act except contempts committed in and near the presence of the court.

Anti-strikebreaking Act (Byrnes Act) - A federal law passed in 1936 which prohibits the interstate transportation of "any person who is employed or is to be employed for the purpose of obstructing or interfering by force or threats with the peaceful picketing by employees during a labor controversy, or the exercise by employees of any of the rights of self-organization or collective bargaining."

A: (Cont'd.)

Antitrust Laws - Federal and state statutes to protect trade and commerce from unlawful restraints and monopolies. For many years, they were used to restrict union activities such as strikes, picketing, and boycotts. In recent years, however, their use in labor cases has been limited by statute and judicial interpretation.

Arbitration - The process of referring disputes between employers and employees, (or between two rival unions) to the decision of impartial adjudicators. While an arbitrator's decision is legally binding, arbitration differs from judicial process in several important respects: (a) the disputants have voluntarily agreed to refer the matter to arbitration and have themselves selected the arbitrator; (b) while the arbitrator holds hearings, these are usually much less formal than court proceedings. Also, the arbitrator does not rely solely upon the presentations at these hearings; if he deems it necessary he may make independent investigations.

Disputes as to "rights" are adjudicable under the laws or agreements on which the rights are based, and are readily adaptable to settlement by arbitration. Disputes as to "interests," on the other hand, involve questions of policy which, for lack of predetermined standards, are not generally regarded as justiciable or arbitrable.

Area Agreement - An employer-union agreement which covers all or most of the establishments and workers in a given industry within a geographical region, usually more extensive than a city or metropolitan center. Unlike an association agreement it is signed individually by each employer concerned.

Assessments - A monthly, annual, or single charge levied by the union on each of its members for a special purpose not covered by regular dues. Rules regarding the levying of assessments are found in union constitutions and by-laws.

Association Agreement - An agreement negotiated and signed by an employers' association on behalf of its members, with a union or a joint board representing several unions. An association agreement may cover all or most of the employers within an industry throughout the country or in a single city or locality.

A: (Cont'd.)

Authorization Card - Statement signed by an employee designating an employee organization to act as his representative in collective bargaining. An employee's signature on an authorization card does not necessarily mean that he is a member of the organization.

Automatic Wage Adjustment - A plan whereby wage rates are raised or lowered according to an established formula in response to other specified changes such as changes in the cost of living, prevailing to wages, business profits, or prices. Usually refers to wage levels throughout the plant, although it may refer to a system of increasing employees' wages according to their individual service records or adjustments in piece rates.

Automatic Wage Progression - A plan by which wage rates of workers in jobs with established rate ranges are increased automatically at set time intervals until the maximum rate for the job is reached. Some plans combine automatic progression up to a specified point (for example, the midpoint) within the range, with discretionary increases up to the maximum based on merit or other factors.

Avoidance of a Forfeiture - If an agreement is susceptible of two constructions, one of which would work a forfeiture and one of which would not, the arbitrator will be inclined to adopt the interpretation that will prevent the forfeiture.

B:

Back Pay - Wages due an employee for past services, usually representing the difference between money already received and a higher amount resulting from a change in wage rates following an arbitrator's decision, enforcement of a legal minimum, or adjustment of piece rates.

Bargaining Representative - An organization which is the representative of an employer or an employee group in the collective bargaining process. The term representative is not limited to individuals, but shall include labor organizations, and individual representatives need not themselves be employed by and the labor organization serving as a representative need not be limited in membership to the employees of, the employer whose employees are represented. This term shall include any organization, agency, or person authorized or designated by a public employer, public employee, group of public employees, or public employee association to act on its behalf and represent it or them.

B: (Cont'd.)

Bargaining Rights - Generally used with reference to workers' rights to bargain collectively with their employers as established by law and judical interpretations.

Bargaining Unit - A group of employees who voluntarily unite, or by decision of a government agency such as the N. L. R. B. are deemed to be an "appropriate" unit for bargaining collectively with their employer (or employers). Such units may be composed of workers in a single craft, or include all or most workers in an entire plant or numerous plants within an area or entire industry.

Base Rate - Under incentive wage systems, the rate for the established task or job standard, production beyond standard bringing extra pay. The base rate usually represents the 100 per cent for measuring the incentive bonus. Base rate is also used to denote the "regular" rate of timework that is established rate per hour for the job exclusive of extras resulting from merit or service increases, overtime or shift differences.

Best Evidence Role - The role of evidence that the best evidence of which the case in its nature is susceptible and which is within the power of the party to produce, or is capable of being produced must be adduced in proof of every disputed fact.

Bidding - System of having vacant jobs posted on bulletin boards or otherwise circularized, with present employees having the privilege of applying on basis of their seniority.

Boards of Mediation - The various state mediation agencies that perform services in the furtherance and assistance of arbitration.

Bona fide union - A union chosen or organized freely by employees without unlawful influence on the part of their employer.

Bonus - Any payment in addition to regular or base wages. It may be in the form of a Christmas bonus or other annual allotment or it my refer to extra rates paid for nightwork, overtime, hazardous work, etc. Also used in connection with incentive wage systems to designate amounts earned in excess of base or guarateed rates.

B: (Cont'd.)

Boycott - A concerted effort to withhold and to induce others to withhold the purchase of goods or services produced in a nonunion plant or by an employer accused of objectionable labor practices. It was first used by the tenant farmers of an Irish landlord named Boycott and was later adopted by both British and American organized labor movements as a weapon in labor disputes. At times unions have adopted general boycotts against all unorganized employers in an industry; more generally, however, boycotts are restricted to specific employers who are actively opposing the union.

Although there is no clear line of distinction, the terms "primary" and "secondary" boycott are sometimes used. The latter applies to efforts to induce parties not directly involved in the dispute to refrain from patronizing an "unfair" employer; thus, workers may refuse to handle or work on any materials, equipment or supplies produced or delivered by nonunion workers, or a union may declare a boycott against a retail store which sells a product manufactured in a plant where a dispute is in progress. The 1947 Labor-Management Relations Act declares secondary boycotts to be unlawful.

Bumping - During layoffs, the displacing of junior employees by workers of longer service; sometimes referred as "backtracking."

Business Agent - A person employed by a local union to assist in negotiating agreements with the employer, help settle grievances, and see that both employers and members observe the terms of the agreement. A business agent's duties are similar to those of a union steward but the latter are company employees who continue to work at their regular jobs, while a business agent is a full-time representative of the union. Business agents are most common in the building trades unions.

C:

Card check - Checking union authorization cards signed by employees against employer's payroll to determine whether a union represents a majority of the employer's employees.

C: (Cont'd.)

Casual Workers - Workers employed for short periods of time who attain no seniority status with either the employer or the union. When employed in a union shop they are given a special permit card by the union.

Cease-and-desist order - Command issued by a labor relations board requiring employer or union to abstain from unfair labor practice.

Certification - Official designation by a labor board of a labor organization entitled to bargain as exclusive representative of employees in a certain unit.

Challenged Ballot - A vote questioned by one of the parties to a representation election. Challenged ballots are kept sealed and are opened and counted only if their number is sufficient to affect the outcome of the election.

Charge - Formal allegations against employer or union under labor relations acts on the basis of which, if substantiated, a complaint may be issued by the board or commission.

Checkoff - The practice whereby the employer, by agreement with the union, withholds union dues and assessments from the pay of union members and turns the funds over to the union. The 1947 Labor-Management Relations Act and the state laws permit checkoff only for those employees who individually authorize the employer to make such withholdings.

Closed Shop - An agreement between an employer and a union which specifies that no persons shall be employed who are not members of the union and that all employees must continue to be members in good standing throughout their period of employment. Closed shops were declared illegal by the 1947 Labor-Management Relations Act.

Coalition (Coordinated) bargaining - Joint or cooperative efforts by a group of unions in negotiating contracts with an employer who deals with a number of unions.

Coercion - Economic or other pressure exerted by an employer to prevent the free exercise by employees of their right to self-organization and collective bargaining; intimidation by union or fellow employees to compel affiliation with union.

C: (Cont'd.)

Collective Agreement - A contract signed by an employer (or group of employers) and a union specifying the terms and conditions of employment of those covered by the contract, the status or relation of the union to the employer, and the procedures to be used for settling disputes arising during the term of the contract.

Collective Bargaining (Collective Negotiations) - A method of bilateral decision making in which representatives of the employees and employer determine the conditions of employment of all workers in a bargaining unit through direct negotiation. The bargaining normally results in a written contract which is mutually binding and sets forth wages, grievance procedures, and other conditions of employment to be observed for a stipulated period. Collective bargaining is to be distinguished from individual bargaining, which applies to negotiations between an individual employee and the employer.

Collective bargaining contract - Formal agreement over wages, hours, and conditions of employment entered into between an employer or group of employers and one or more unions representing employees of the employers.

Community of Interest - A factor to be considered in determining whether employees should be grouped together as an appropriate bargaining unit. Community of interest guidelines includes: (1) Similar working conditions and fringe benefits; (2) Similar job responsibilities; (3) Desires of the employees; (4) History of collective bargaining; (5) Common, centralized supervision; (6) Common work site; (7) Common skills or educational requirements; (8) Government structure; (9) Extent of interchange or transfer among employees; (10) Absence of substantial actual or potential conflict of interest among empolyees.

Company union - Organizations of employees of a single employer usually with implication of employer domination.

Competitive Wage - In economic theory, the wage within a given labor market required to balance the demand for and the supply of labor of a particular type. More popularly, the wage level an employer must maintain to compete with other firms in the same labor market.

C: (Cont'd.)

Compulsory Arbitration - Defined by the Department of Labor to mean a "process of settlement of employer-labor disputes by a government agency (or other means provided by government) which has power to investigate and make an award which must be accepted by all parties concerned." Stated otherwise, compulsory arbitration "is that required by law."

Compulsory Union Membership - Applied to closed or unions shops where employees must be or become members of the union as a condition of employment.

Concerted activities - Activities undertaken jointly by employees for the purpose of union organization, collective bargaining, or other mutual aid or protection. Such activities are "protected" under the Taft-Hartley Act.

Conciliation - Efforts by third party toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Confidential Employee - Any employee for whom a principal duty is to assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the area of labor relations. Confidential employees shall not be included in units of non-confidential employees. The term confidential employee is usually narrowly construed.

Consent decree - Court order entered with the consent of the parties.

Consent election - Election held by a labor board after informal hearing in which various parties agree on terms under which the election is to be held.

Constructive discharge - Unfavorable treatment of employee marked for discharge so that employee will "voluntarily" resign.

Consultation - The process through which the employer seeks the opinions and suggestions of employees and employee organizations in the formulation and implementation of policies which are likely to affect their working conditions. Consultation provides employees a greater opportunity to participate in the development of policies which are of oncern to them, but it is not in the nature of a negotiating session in which two equal parties arrive at a mutually acceptable decision. The employer maintains his management prerogatives and makes the final decisions.

C: (Cont'd.)

Contract-bar rules - Rules applied by the NLRB in determining when an existing contract between an employer and a union will bar a representation election sought by rival union.

Contracting - A system of having portions of the manufacturing processes sublet to contractors; common in the clothing and automobile industries.

Contributory Welfare Plan - A retirement pension or other benefit plan whose cost is shared (not necessarily equally) by both the employer and the employees.

Cooling-off period - Period during which employees are forbidden to strike under law which require a definite period of notice before a walkout.

Cost-of-Living Adjustment - see "escalator clause."

Cost-of-Living Index - A measure of the change in the retail price of goods, rents, and services paid by families of wage earners and lower salaried workers. The most widely known index, that of the Bureau of Labor Statistics, is issued every month and represents the average change in prices of living essentials in representative large cities. Correctly termed Consumers Price Index or C. P. I.

Craft Employee - Any employee who is engaged with his helpers or apprentices in a manual pursuit requiring the exercise of craft skills which are normally acquired through a long and substantial period of training or a formal apprenticeship and which in their exercise call for a high degree of judgment and manual dexterity, one or both, and for ability to work with a minimum of supervision. The term shall also include an apprentice or helper who works under the direction of a journeyman craftsman and is in a direct line or succession in that craft.

Craft Union - A labor organization whose jurisdiction is limited to one or several allied skilled trades.

D:

Damage suits - Suits which may be brought in federal courts, without the usual limitations, to recover damages for breach of collective bargaining contracts and for violation of prohibitions against secondary boycotts and other unlawful strike action under the Taft-Hartley Act.

Deauthorization election - Election held by the NLRB under the Taft-Hartley Act to determine whether employees wish to deprive their union bargaining agent of authority to bind them under a union-shop contract.

Decertification - A procedure for removing the designation of an employee organization as the certified bargaining representative. This is done after a petition alleging that the organization no longer represents a majority of the employees if the organization still claims to be the the majority representative of said employees.

De Minimis Rule - In denying grievances, arbitrators sometimes apply the rule of de minimis non curat lex, under which trifling or immaterial matter will not be taken into account. Often in applying this principle the arbitrator concludes that the action complained of is such a slight departure from what is generally required by the agreement that the action must be viewed either as a permissble exception or as not constituting an injury at all.

Application of the de minimis rule has been rejected where the amount has been small but the principle large.

de novo (de no 'vo) - Anew; over again; a second time.

Disability Insurance - Insurance plans which cover nonoccupational connected sickness and accidents.

Discharge - Involuntary dismissal of an employee for cause. A discharged employee, unlike one laid off, loses his seniority rights to re-employment.

Discrimination - Short form for "discrimination in regard to hire or tenure of employment as a means of encouraging or discouraging membership in a labor organization," also refusal to hire, promote, or admit to union membership because of race, creed, color, sex, or national origin.

Dismissal Wage - Payment by the employer of a sum of money to an employee who is permanently and involuntarily laid off through no fault of his own; usually based on length of service and in the form either of a lump sum payment or weekly payments equivalent to a specified per cent of wages for a given number of weeks.

Dispute - A controversy between an employer and employees (or union) that is sufficiently serious to be referred to an arbitrator or government agency for settlement or to threaten or cause a work stoppage. Sometimes used as synonymous to strike or lockout but more frequently given the broader connotation to include threatened as well as actual strikes. (See also Strike)

Domination - Control exercised by an employer over a union of his employees.

Down Grading - The reassignment of workers to tasks with lower skill requirements with lower rates of pay. May occur when there is a change in products or in methods of production; also during periods of reduction of work force through the bumping process.

E:

Earnings - Total renumeration for services rendered or time worked including overtime, bonuses and commissions, and other premium pay. (See also Wages, Incentive Wages, "Real" Wages)

Economic strike - Strike not caused by unfair labor practice of an employer.

Ejusdem Generis - Under the doctrine of ejusdem generis where general words follow an enumeration of specific terms the general words will be interpreted to include or cover only things of the same general nature or class as those enumerated, unless it is shown that a wider sense was intended. Arbitrators apply this doctrine.

Employment contract - Agreement entered into between an employer and one or more employees. See Collective bargaining contract, Individual contract.

Employee election - Balloting by employees for the purpose of choosing a bargaining agent or unseating one previously recognized.

E: (Cont'd.)

Equal Pay for Equal Work - A wage plan or legal provision for the payment of the same compensation to all employees within an establishment, or other bargaining unit, who are performing the same kind and amount of work, regardless of race, sex, or other characteristics of the individual workers.

Escalator Clause - A provision found in many collective bargaining agreements which is designed to keep the "real income" of the worker reasonably stable during the term of the agreement in the face of price fluctuations. It provides for periodic wage adjustments to reflect changes in the Consumer Price Index or other measures of living costs. Downward as well as upward adjustments are permitted, though there usually is a stated floor below which wages may not be reduced.

Escape period - A period, normally 15 days, during which employees may resign from a union so as not to be bound to continue membership under membership-maintenance agreements.

Exclusive Representative - The employee organization certified to represent a majority of the employees in an appropriate bargaining unit and designated as the collective bargaining agent for all employees in the unit, both members and nonmembers.

Expressie unius est exclusio alterius - Frequently arbitrators apply the principle that to expressly include one or more of a class in a written instrument must be taken as an exclusion of all others. To expressly state certain exceptions indicates that there are no other exceptions. To expressly include some guarantees in an agreement is to exclude other guarantees.

The hazards of this rule of construction, known as expressio unius est exclusio alterius, in some instances leads parties to use general rather than specific language, or to follow a specific enumeration with the statement that the clause is not to be restricted necessarily to the things specifically listed.

F:

Fact-Finding - Investigation of an unresolved labor-management negotiation dispute by an impartial individual, board, or panel. Fact finders are usually appointed by a labor relations agency by the parties themselves, or, at the request of the parties, by the American Arbitration Association. Fact finders issue reports, which may be made public, which describe the issues in the dispute and frequently make recommendations for their solution. The recommendations are not binding.

Fair employment practice - Term applied in some statutes to conduct which does not contravene prohibitions against discrinimation in employment because of race, color, religion, sex, or national origin.

Federal Mediation and Conciliation Service - The Federal Mediation and Conciliation Service (FMCS) basic arbitration function has come to be the maintenance of a roster from which the Service can nominate arbitrators to the parties and the suggesting of certain procedures and guides that the Service believes will enhance the acceptability of arbitration as an alternative to the use of economic force in the industrial arena.

Field Examiner - An employee of the National Labor Relations Board whose primary duties are to conduct certification elections and to conduct preliminary investigations of unfair labor practice charges.

Free Rider - A union term for a worker who does not belong to a union who nevertheless receives the benefits derived from a union negotiated contract or other union activity.

Fringe benefits - Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Functus officio - The authority and jurisdiction of arbitrators are entirely terminated by the completion and delivery of an award. They have thereafter no power to recall the same, to order a rehearing, to amend, or to "interpret" in such manner as may be regarded as authoritative. But they may correct clerical mistakes or obvious errors of arithmetical computation.

The general common law rule is also the apparent basis for the following provision in the Code of Ethics and Procedural Standards for Labor-Management Arbitration:

> After the award has been rendered, the arbitrator should not issue any clarification or interpretation thereof, or comments thereon, except at the request of both parties, unless the agreement provides therefor.

G:

General Strike - A widespread sympathetic strike in which workers attached to various industries and unions participate, in contrast to a general industry strike which is confined to one union or one industry even though plants may be widely scattered over the country.

Good-faith bargaining - The type of bargaining an employer and a majority union must engage in to meet their bargaining obligation under the Taft-Hartley Act. The parties are required to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment. But neither party is required to agree to a proposal or to make a concession.

Grievance - A grievance is that which the parties to a particular collective agreement say it is. Such a definition, of course, does no more than apprise one of the fact that labor relations authorities disagree widely as to the precise meaning of the term and that collective agreements reflect this lack of accord. The term connotes conflict and irritation, and thus could be defined as any "gripe" or any type of complaint by an employee or a union against the employer or by an employer against his employee or the union. It is generally understood, however, that disputes involving demands for changes in the terms of a collective bargaining agreement ("interests" disputes) and disputes arising out of representation issues are not grievances.

Grievance committee - Committee designated by a union to meet periodically with the management to discuss grievances that have accumulated.

G: (Cont'd.)

Gross National Product - The total value of all the goods and services produced in the nation as determined by the current prices paid for them. The GNP is usually computed on a yearly basis, and, according to the Bureau of Labor Statistics in 1970 the GNP stood at over 950 billion dollars.

Guaranteed Annual Wage (GAW) Plan - A plan whereby an employer agrees to provide his employees a guaranteed minimum of employment or income for a year. Not widely practiced, GAW has, nonetheless, been an important bargaining issue in recent years. Unions argue that GAW plans add significantly to income and employment stability. Management argues, on the other hand, that GAW does not take into account the fluctuating demand for goods and would add significantly to the risk of investment, because wages would have to be paid even if the investment proved unprofitable.

Guaranteed Employment - A plan established by an employer or through employer-union negotiations, whereby employees are assured a specified number of days' work per week or weeks per year or the equivalent in wages.

Guaranteed Wage Rate - The base rate or other established minimum which is guaranteed under most incentive wage systems regardless of actual output.

H:

Hearing - A meeting during which argument and testimony are taken for the purpose of developing a factual record relevant to the issue(s) in representation. Such hearings are usually public. The term does not apply to proceedings involving mediation, fact-finding and arbitration.

Hold-back Pay - Any wages withheld by employer; most generally used in connection with the two or three days' wages earned between the end of the pay period and payday.

I:

Illegal Strike - Technically, a work stoppage forbidden by law because specified legal procedures have not been followed prior to the stoppage, or because of an injunction forbidding the stoppage. In union parlance, the term does not necessarily relate to a strike prohibited by a law but refers to a stoppage by union members which has not been authorized by the proper union officials or voted upon in accordance with the union's rules.

I: (Cont'd.)

Immunity clause - Clause in a contract designed to protect a union from suits for contract violation growing out of unauthorized strikes. A typical clause would limit recourse of the parties to the grievance procedure of the contract.

Impartial Chairman - An outside person employed jointly by the union and employer (or employers), usually for a definite period of time, to assist in negotiating and administering the collective agreements. During the process of the agreement negotiations, the impartial chairman serves as a mediator or consultant whose function is to get the two parties mutually to agree upon the terms to be included in the contract; after the contract is negotiated, it is the function of the impartial chairman to see that both parties observe the terms of the contract and to make final decisions when questions arise as to interpretation or application.

Impasse - That point in the negotiations at which either party has determined that no further progress in reaching agreement can be made. Technical impasse refers to that point at which agreement is supposed to be reached and has not, but the parties are continuing to bargain in good faith. In public employment impasses are often resolved by the intervention of a neutral third party, such as a mediator or fact finder.

Improper Practice - Conduct prohibited by the statute or administrative regulation, e.g., bribery by employers and labor relations consultants of union officials and conflicts of interest among union officials. The term is also used in public employment relations as a substitute for unfair labor practice.

Incentive Wages - A method of wage payment by which earnings fluctuate more or less in accordance with actual output, thus providing an immediate financial stimulus to increased effort and output.

Independent Union - A union that is not affiliated with the AFL-CIO. The United Auto Workers and the Teamsters are examples. There are also smaller independent unions confined to a single plant or company. Independent unions are not be confused with company unions.

Individual contract - Agreement of employer with individual employee covering conditions of work.

Industrial Union - A labor organization whose jurisdiction includes all or most occupations, skilled and unskilled, within an entire industry.

I: (Cont'd.)

Initiation fees - Fees required by unions as a condition to the privilege of becoming members. If such fees are excessive or discriminatory, an employer may not be held to the obligation under a union shop of discharging employees who do not join the union.

Injunction - Mandatory order by a court to perform or cease a specified activity usually on the ground that otherwise the complaining party will suffer irreparable injury from unlawful actions of the other party.

Interference - Short cut expression for "interference with the right of employees to self-organization and to bargain collectively."

Internal Disputes Plan - A method established by the constitution of the AFL-CIO for resolving disputes arising between affiliated unions. The plan designed to protect the established relationships of member unions.

International Union - In this country "International" refers to unions having members in Canada as well as in the United States.

Intervention - After a petition for certification has been filed, other employee organizations are permitted to intervene in the proceeding to resolve a question concerning the representation of employees if it has been submitted a showing of interest. If intervention is permitted, the intervenor becomes a party for all purposes and may appear on the ballot.

J:

Job Classification - The money value (base rate) attached to a job on the basis of a formal method of evaluation.

Job Evaluation - The qualitative rating of jobs to determine their position in a job hierarchy according to skill, experience, responsibility, and other special requirements, for purposes of determining relative wage rates.

Joint Agreement - An agreement signed by several unions with one employer or several employers with one union, or several unions and several employers. Joint agreements are frequent among allied craft unions and employers within the same industry.

Jurisdiction - Right claimed by union to organize class of employees with competion from any other union; province within which any agency or court is authorized to act.

Jurisdictional Disputes - A dispute (which may or may not develop into a work stoppage) between two or more unions concerning the right to gain or retain the control of jobs in a particular trade, or the assignment of workers to these jobs. Sometimes confused with a rival union dispute but basically the issue is very different. The latter involves the question as to which one of two or more unions shall represent the workers already employed in a plant or other bargaining unit. In a jurisdictional dispute the issue is which group of workers, that are members of which union, shall have the right to be employed on the jobs in question.

Jurisdictional Strikes - Some unions engage in jurisdictional strikes. In such strikes, two labor unions compete for control of the same workers.

Judicial review - Proceedings before courts for enforcement or setting aside of orders of labor relations boards. Review is limited to conclusions of law, excluding findings of fact unless these are unsupported by evidence.

K:

L:

Labor contract - Agreement entered into between an employer and an organization of his employees, covering wages, hours and conditions of labor.

Labor Grade - The category to which a particular job is assigned on the basis of skill, experience, and other requirements, each grade from common labor to those including the highest skilled occupations having progressively higher minimum and maximum wage rates. The practice of labor grading is common in large plants having a multitude of different kinds of jobs, the purpose being to simplify the wage structure and facilitate transfers of personnel.

Labor Laws - Usually applied to federal or state legislation aimed at improving the conditions of workers or protecting the rights of labor unions; any legislation pertaining to workers and working conditions.

L: (Cont'd.)

Labor Management Institute (The) - (a Division of the American Arbitration Association) offers services as a neutral secretariat in arranging for bargaining and advises parties on techniques for resolution of conflicts that have been developed through experience in other industries and in other parts of the country. The Institute is available to help parties evolve specialized machinery to solve their particular problem.

Labor-Management Relations Act (Taft-Hartley Act) - A federal statute passed in 1947 amending the Wagner Act of 1935. Among the important provisions of the law are: (1) the closed shop is outlawed; (2) the government is authorized to seek an injunction preventing any work stoppage for 80 days in a strike that imperils the nation's health and welfare; (3) unions are prohibited from using union funds in connection with national elections; (4) union officers must swear that they are not communists before the union can be certified (modified by the Landrum-Griffin Act); (5) unions must file financial statements with the Department of Labor and the membership; (6) the states are authorized to pass right-to-work laws.

The law also spelled out certain unfair labor practices on the part of unions.

Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act) - A federal statute, passed in 1959, designed to rid unions of corruption and to ensure internal union democracy. It contains a "bill of rights" for union members, regulations concerning trusteeships, conditions to be observed in elections of union officers, and a definition of the fiduciary obligations of unions officers. The law also forbids hot cargo clauses; tightens the Taft-Hartley restrictions against secondary boycotts; outlaws certain types of picketing; gives state agencies jurisdiction over disputes the NLRB has declined to handle (no-man's land disputes); drops the non-communist affidavit provisions of the Taft-Hartley Act and substitutes a provision that communists cannot hold union office, and former communists must be out of the party for at least five years before holding office. Convicted felons also are barred from holding union office within five years after serving a prison term.

Labor Relations - A general term used in connection with any or all matters of mutual concern to employers and employees. Sometimes given a more limited meaning to indicate the kind of recognition in effect between an employer and union.

Labor relations board - Quasi-judicial agency set up under National or State Labor Relations Acts whose duty it is to issue and adjudicate complaints alleging unfair labor practices; to require such practices to be stopped; and to certify bargaining agents for employees.

Laches - A doctrine, otherwise known as the doctrine of stale demand, by which equitable relief is denied to one who has been guilty of unconscionable delay as shown by surrounding facts and circumstances, in seeking that relief. More precisely, such neglect or omission to assert aright, taken in conjunction with lapse of time and other circumstances causing prejudice to an adverse party, as will operate as a bar to relief in equity.

Layoff - Most frequently used in connection with dismissal from a job because of lack of work although sometimes used to refer to a temporary suspension for disciplinary reasons in contrast to a permanent discharge. Laid-off employees usually retain seniority rights to re-employment for more or less extended periods of time.

Leave of Absence - Allowed time off from a job with the right of reinstatement and without loss of seniority.

Local - Group of organized employees holding a charter from a national or international labor organization.

Local Union - Although the term could be applied to any labor organization whose membership is confined to a single locality, the term is generally used to refer to local organizations which have been chartered by, and are affiliated with, a National union.

Lockout - Closing down of a business as a form of economic pressure upon employees to enforce acceptance of employer's terms, or to prevent whipsawing where union bargains with an association of employers.

Longevity Pay - Wages based on length of service; may be in the form of graduated wage rates or an extra bonus or per cent added to regular or base earnings.

M:

Maintenance of membership - Union-security agreement under which employees who are members of a union on specified date, or thereafter become members, are required to remain members during the term of the contract as a condition of employment.

Majority Representation - A determination by an appropriate agency that a certain union shall be the collective bargaining agency for all the employees within the bargaining unit.

M: (Cont'd.)

Make-up Work - Work performed outside regular hours to make up for time lost, for example, work done on Saturday or on employee's usual day off.

Management Prerogatives - Rights that employers feel are exclusively their own and hence not subject to collective bargaining and negotiations. These rights are often expressly reserved to employers in statute, agreements, or memoranda of understanding. They often include the right to determine the services to be performed to maintain efficiency and order, and to hire and direct the work force.

Management-rights clause - Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Marginal Worker - A worker who by reason of age, mediocre skill, or other reason, is able to obtain employment only during periods when the labor supply is limited.

Master Agreement - A union agreement signed by the dominant employer or several of the largest employers in an industry, or by an employers' association which includes most of the employers in the industry.

Mediation - Offer of good offices to parties to a dispute as an equal friend of each; differs from conciliation in that the mediator makes proposals for settlement of the dispute that have not been made by either party.

Merit Increase - A wage increase granted to an individual worker because of his improved efficiency or quality of work in contrast to a longevity increase based on length of service, or a promotion increase due to a transfer to a more highly paid job, or an increase resulting from a general rise in wage levels.

Merit Rating - A formalized periodic rating of employees' efficiency and other qualifications to be used as a basis for wage increases and promotions and, in some plants, as one factor taken into consideration to determine order of layoff. Also used in connection with some state unemployment compensation laws with reference to reducing contributions of employers who meet specified standards of employment regularization.

M: (Cont'd.)

Modified Union Shop - An agreement between an employer and a union requiring all present members to retain their membership and all new employees to become members, but does not require employees who were not members at the time the agreement was signed to join the union.

More Favorable Terms - An agreement by a union that will not grant more advantageous terms (for example, lower wage rates) to any competitor of the employer signing the agreement.

Multiemployer Bargaining - Collective bargaining covering more than one company in a given industry. Multiemployer bargaining takes various forms: industry-wide bargaining- bargaining which results in a single master agreement negotiated by all employers in an industry and one or more unions representing their workers throughout an entire industry (the usual form for the coal industry and the men's clothing industry); regional bargaining- bargaining between a union and representatives of an industry in a given region, e.g., the southwestern part of the U. S. (the usual form for over-the-road trucking, lumber, and maritime industries); area-wide bargaining- bargaining between a union and industry representatives on a local of city level (the usual form for construction, bakery, and laundry industries); pattern bargaining- bargaining in which key terms reached in a settlement in one bargaining unit are closely followed by other companies. (U. S. Steel and General Motors often set the pattern in the steel and automotive industries, respectively.)

N:

National Academy of Arbitrators - A nonprofit, professional, and honorary association of arbitrators. While many experienced arbitrators are in included among the NAA's members, the Academy is not an agency for the selection of arbitrators.

National Emergency Strike - Strikes which are not specifically forbidden by the Labor-Management Relations Act but which may be enjoined for up to 80 days if, in the opinion of the President, they threaten the national health or safety.

N: (Cont'd.)

National Labor Relations Act (Wagner Act) - Federal law passed in 1935 which had the effect of strengthening the general position of organized labor. The law guaranteed workers the right to organize and join unions, to bargain collectively, and to act in concert in pursuit of their objectives. It further provided for secret certification elections, and gave the union the right to be the exclusive bargaining agent for all workers in a bargaining unit.

The law declared the following to be unfair labor practices: (1) management support of company unions; (2) discharge of workers for union activities; (3) discrimination against workers for making complaints to the NLRB; (4) refusal to bargain collectively with employee representatives.

The law also created the National Labor Relations Board to administer the law.

National Union - A union having broad regional coverage with numerous affiliated locals.

Negotiating Committee - Committee of a union or an employer selected to negotiate a collective bargaining contract.

Noncontributory Welfare Plan - A health or pension program for the benefit of employees which is financed entirely by the employer.

Nonproduction Bonus - An extra payment to an employee based on a factor other than the output of the worker, such as a Christmas bonus, attendance bonus, or payment in reward for waste elimination.

Noscitur a sociis - Definite meaning may be given to ambiguous or doubtful words by construing them in the light of the text. It is an old maxim which summarizes the rule both of language and of law that the meaning of words may be controlled by those with which they are associated.

O:

Office of Employee Relations - An office established by a governor to ensure uniform state policy regarding relationships with employee organizations representing state employees.

O: (Cont'd.)

Old-Age and Survivors Insurance - The law established a compulsory old-age insurance system, to which both the employee and the employer contribute equally. Originally, the employee and employer each paid 1 1/2% of the employee's weekly salary up to $3000 per year. Upon retiring from work, following the age of 65, the worker is entitled to monthly benefit payments. These payments ranged from a minimum of $10 to a maximum of $85 per month, and are determined on the basis of the individual's salary, years at work and number of dependents. In case of death to the insured before the age of 65, benefits are pad to his widow, children or other dependents.

Open-End Agreement - A collective bargaining agreement which has no fixed termination date but which is in effect indefinitely, subject to a specified number of days' notice by either party that it considers the agreement at an end.

Open Shop - Theoretically, a shop where both union and non-union members are employed. Before union discrimination became illegal, the so-called "open shop" campaigns conducted by employers were in reality an effort to keep unions and union members out of their plants.

Organizational picketing - Picketing of an employer in an attempt to induce the employees to join the union.

Outlawed strike - Strike forbidden by law.

Overtime - Time worked beyond the standard established by law, employer-union agreements or comapny regulations, for which "penalty" rates, that is, higher than regular wage rates, are paid. Sometimes used to refer to the wages paid rather than the actual overtime worked, for example, referring to two hours' actual work at time and one-half rate as being three hours' overtime.

P:

Package Increase - A combination of benefits including wage increases.

Pattern Wage Increase - A uniform increase awarded throughout an industry or industries even though the collective bargaining is done on a company by company basis.

P: (Cont'd.)

Penalty Rates - Commonly applied to extra rates paid for overtime and for Sunday and holiday work as well as hazardous or onerous work; also sometimes used to designate higher rates for nightwork, although more commonly these are referred to as shift bonus or shift differential rates.

"Penalty rate" is used interchangeably with "premium rate," although employees are prone to use the former to apply to Sunday and overtime work which they seek to discourage, in contrast to reward or premium wages for duties which must be performed but which, because of their inconvenient hours or unpleasant or hazardous nature, deserve extra compensation.

Permissive Wage Adjustment - Provisions in employer-union contracts allowing either party to re-open the question of wage rates whenever any one or a number of specified changes in conditions have taken place either inside or outside the plant, for example, changes in cost of living or general economic conditions or changes in methods of doing the work.

Permit Card - A card issued by the union to a nonmember, which permits him to accept temporary employment with an employer who has a union shop contract.

Permit Fee - Money charged by a union to a nonunion applicant, which permits him to accept temporary employment on a "union job."

Perquisites - Goods or services furnished by an employer which could be considered as an addition to wages; for example, free meals or lodging, right to buy goods from the employer at a discount, etc.

Picketing - A person or persons posted by a labor organization at the approach of a work place during a labor dispute for the purpose of (a) informing the public and employees that a dispute exists, (b) persuading workers to join or continue the strike or boycott, (c) preventing persons from entering or going to work.

Mass picketing is a parading of large numbers before the entrance and is used for its dramatic effect or when considerable resistance from the employer or nonparticipating employees is anticipated.

Cross picketing denotes picketing by two or more rival unions, each of whom claims to represent the employees of the establishment.

Preferential Shop - An agreement between an employer and union whereby union members are afforded preference over nonmembers in some aspect of employment; for example, the last to be laid off and the first to be rehired.

Premium Pay - Variously ascribed to extra payments over normal wage rates to which employees are entitled because of work beyond or outside of regular hours, or for output beyond established minimum standards, or for especially hazardous or onerous work.

Probationary Employee - A new employee on a trial basis who is usually not covered by seniority or other protective rules and, under most union-shop arrangements, is not required to join the union.

Productivity - Amount produced in relation to effort or time expended; a measurement of unit output per worker or per man-hours or days worked.

Professional Employee - Any employee whose work is predominantly intellectual and varied in character, involves the consistent exercise of discretion and judgment, and requires knowledge of an advanced nature in the field of physical, biological, or social science, or in the field of learning. (Work is of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time.) The term shall also include any employee who has acquired knowledge of an advanced nature in one of the fields described above, and who is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined herein. The term shall include, but not be limited to, attorneys, physicians, nurses, engineers, architects, teachers, and the various types of physical, chemical and biological scientists.

Employees qualifying as "professional" under Sec. 2(12) of the Taft-Hartley Act may not be included in a unit containing non-professional employees unless the professional employees so elect.

Profit Sharing - A plan by which employees receive a specified proportion of the company's net earnings or of earnings above a specified amount; usually prorated according to employees' service records or other formula and distributed in the form of annual or semiannual bonuses.

P: (Cont'd.)

Progression Wages - Graduated wages, within specified limits for each job, based on length of service or merit ratings in contrast to increased wages resulting from promotions to higher jobs.

Q:

"Quickie" Strike - A spontaneous stoppage of work by a group of employees without the sanction or approval of the union; also known as a wildcat strike.

Quid pro quo (kwid pro kwo) - The consideration for a contract. That which is supplied by one party in consideration of that which is supplied by the other party.

R:

Rank and File - Members of a union other than the officers.

Rate Range - A range of rates for the same job, with specific rates of individual workers within the range determined by merit, length of service, or a combination of merit and length of service.

Rationalization - Sometimes used as synonymous to "scientific management," that is, techniques for internal shop management which decrease costs and improve efficiency; also used in connection with plans and controls for an entire industry, such as cartel arrangements.

Real Wages - The purchasing power of a dollar of wages; that is, money wages in relation to cost of living or price levels.

Recognition - the acceptance by an employer of an employee organization as the majority representative of employees in an appropriate unit. Recognition is a major step in the establishment of a collective bargaining relationship and usually follows an election in which the majority of employees have selected an organization to represent them. Under certain conditions, employers may also voluntarily recognize an organization without an election or official certification.

Reinstatement - Return to employment of persons unlawfully discharged.

R: (Cont'd.)

Re-opening Clause - A provision in a collective bargaining agreement stating the time or the circumstances under which negotiations can be requested prior to the expiration of the contract. Reopenings are usually restricted to specific wage issues and not used for the contract as a whole.

Representation Proceeding - A procedure for the purpose of determining the majority representative of employees, if any, in an appropriate collective negotiating unit or a question or controversy concerning the representation of employees for the purpose of negotiations.

Res Judicata (rez ju-di-ka'ta) - Literally, the thing has been decided, been adjudicated. The principle that an existing final judgment rendered upon the merits, without fraud or collusion, by a court of competent jurisdiction, is conclusive of rights, questions and facts in issue, as to the parties and their privies, in all other actions in the same or any other judicial tribunal of concurrent jurisdiction.

Restraint and coercion - Term used in Sec. 8(b) (1) of Taft-Hartley Act making it an unfair labor practice for a union to restrain or coerce employees in the excercise of their rights to join unions or to engage in union activities or in the exercise of their rights to refrain from joining unions or engaging in such activities.

Retroactive Pay - A delayed wage payment for work done previously at a lower rate. Income due to workers when a new contract provides for a wage increase for work completed prior to the time the contract goes into effect. Example: a contract signed in June may call for a 10 cent an hour increase beginning the first day of the previous January. To be distinguished from back pay.

Right to work - a term used to describe laws which ban union-security agreements by forbidding contracts making employment conditional on membership or nonmembership in labor organizations.

R: (Cont'd.)

Right-to-Work Laws - State laws which make it illegal for a collective agreement to contain union shop, maintenance of membership, preferential hiring, or any other clauses calling for compulsory union membership. State legislatures were authorized to pass such laws by the Taft-Hartley Act of 1947. Since that time about twenty states, located mostly in the South and Midwest, have passed right-to-work laws.

Rival Union Dispute - A dispute between two or more unions over the issue of which one shall represent a particular group of workers as their collective bargaining agent. A rival union dispute differs from a jurisdictional dispute in that the latter is concerned with claims to jobs or kinds of work, whereas in a rival union dispute the unions acknowledge no jurisdictional boundaries between them but each is contending for the right to represent the workers on the jobs.

Run-off election - Second election directed by a labor board when the first fails to show more than half the votes recorded for any one choice presented.

S:

Scab - An employee who continues to work during a strike; also a person who accepts employment in a nonunion shop or under nonunion conditions at a time when the union is trying to organize the industry.

Scientific Management - A term used by Frederick Taylor and his successors to refer to those carefully worked out job techniques (by an engineer) designed to decrease costs and improve efficiency, such as plant layout, work scheduling, time and motion study, job analysis and incentive wage systems.

Scope of Bargaining - The actual subject matter which management and employee organizations bring within the area of the collective bargaining agreement.

Secondary Strike - A strike against an employer who uses or sells materials from a struck plant; differs from a sympathetic strike in that there is a business connection between the employers involved in the initial and the secondary strikes.

Seniority - Length of service with an employer or in one branch of business; preference accorded employees on the basis of length of service.

S: (Cont'd.)

Separability Clause - A stipulation in an employer-union agreement which protects the validity of the remainder of the contract should any particular provision be declared illegal or void for any reason.

Settlement agreement - Terms agreed upon in the settlement of charges before the NLRB without a full-dress hearing, decision, and order. To be binding, such agreements must have the consent of the NLRB.

Shift - A work period in a working schedule which includes more than one set of workers, for example, day and night shifts; term also applied to the workers employed on the shifts, for example, "shift workers." In some industries the term "tour" is more commonly used than shift.

Shop Chairman - A union steward usually chosen by the department stewards from among their own number, although he may be elected by the members within the plant, to serve as chairman over all the stewards in the plant and to deal with top management officials in adjusting matters not settled satisfactorily by the department stewards and foremen.

Showing of interest - Support union must show among employees in bargaining unit before NLRB will process union's election petition. The Board requires a union that is seeking a representation election to make a showing of interest among 30 percent of the employees in the bargaining unit.

Sit-down Strike - A protest stoppage in which the workers involved remain at their work-place in contrast to a strike where workers leave the plant and establish picket lines.

Sliding Scale - Wage rates which are automatically adjusted to changes in the selling price of the commodity produced in accordance with a fixed formula.

Slowdown - A deliberate lessening of work effort for a definite purpose and time. In motive a slowdown is similar to a strike and differs from the latter only in a degree of stoppage involved.

Standard Agreement - A collective agreement prepared by the National union for use by its locals. The purpose of a standard agreement is not only to relieve the locals of the task of drafting their own agreements but also to promote the standardization of working conditions throughout the industry.

Stare Decisis (sta 're de-si 'sis) - The doctrine or principle that decisions should stand as precedents for guidance in cases arising in the future. A strong judicial policy that the determination of a point of law by a court will generally be followed by a court of the same or lower rank in a subsequent case which presents the same legal problem, although different parties are involved in the subsequent case.

State Arbitration Statutes - Are of three general types: (1) general statutes designed primarily for commercial disputes, but some of which may be used for labor disputes; (2) special labor arbitration statutes, which contain some detail as to procedure; and (3) statutes which merely "promote" arbitration by charging a state agency to encourage its use.

Statute of limitations - As applied to unfair labor practices, a provision of the Taft-Hartley Act under which charges are outlawed if based on events more than six months old.

Strike - Concerted cessation of work as a form of economic pressure by employees, usually organized, to enforce acceptance of their terms.

Strike-Breakers - The employer hires other workers, known as strike-breakers or scabs, to fill the jobs of striking workers.

Strike vote - Balloting or canvass on question of calling a strike.

Submission - A submission (sometimes called a "stipulation" or an "agreement to arbitrate") is used where there is no previous agreement to arbitrate. The submission, which must be signed by both parties, describes an existing dispute; it often also names the arbitrator (or the method of appointment) and it sometimes contains considerable detail regarding the arbitrator's authority, the procedure to be used at the hearing, and other matters which the parties wish to control including the specific question(s) the arbitrator is to rule upon.

Superannuated Rate - A rate of pay below the prevailing level or union rate for a worker above a certain age. Some union agreements require the employer to employ a specified ratio of older workers, allowing them to be paid less than the going union rates.

S: (Cont'd.)

Supervisor - Any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Supervisors enjoy no protection of bargaining rights under the NLRA.

Sympathetic Strike - A strike of workers who are not directly concerned with the matter in dispute but have participated in order to demonstrate worker solidarity and thus broaden the group pressure upon the employer against whom there is a strike for a specific cause.

T:

Taft-Hartley Act - The Labor-Management Relations Act of 1947 was sponsored in Congress by Sen. Robert A. Taft (O.) and Rep. Fred A. Hartley (N.J.) and passed over the veto of Pres. Truman. Commonly known as the Taft-Hartley Act it reaffirmed the Wagner Act by guaranteeing the right of workers to form unions and to engage in collective bargaining. The National Labor Relations Board is continued to protect labor's rights.

In contrast to the Wagner Act, however, it lists unfair practices by labor unions including mass picketing and secondary boycotts.

Labor leaders were unanimous in condemning the Taft-Hartley Law. In particular, they were opposed to the outlawing of the closed shop, and the use of the temporary injunction in national welfare strikes.

Under Section 14 (b) (of the Taft-Hartley Act (1947)) states are allowed to pass laws banning the union shop and other union-management agreements that make union membership a condition for keeping a job. Nineteen states had such laws in 1967. (See also Labor-Management Relations Act.)

Take-Home Pay - The amount of pay the worker actually receives in his check. Gross earning minus federal and state income taxes, social security taxes, health insurance premiums, etc.

"Tandem" Wage Increase - An increase automatically given a group of employees as the result of an increase negotiated with another group. For example, a pay increase to office workers similar to that negotiated with production workers.

Taylor, Frederick - An engineer, active during the 1890's and early 1900's, who is commonly considered to be the founder of the "scientific management" movement; a proponent of functionalized management, time and motion study, and a differential piece rate system whereby a worker who accomplished a specified maximum standard is paid a certain rate for each piece and lesser rate per piece if the maximum standard is not accomplished.

Temporary Employee - One who is employed for a short period of time and who therefore does not have seniority rights or other privileges incident to permanent status. Under union-shop agreements may be given a working permit in lieu of union membership.

Terminal Jobs - Jobs which have no promotion possibilities; "blind alley" jobs.

"Trilogy" (1960) - The United States Supreme Court decided three cases dealing with rights arbitrations which have become known as the Trilogy. The cases are:
(1) United Steelworkers of America v. American Manufacturing Co., 80 S.Ct. 1343, 34 LA 559 (1960);
(2) United Steelworkers of America v. Warrior and Gulf Navigation Co., 80 S.Ct. 1347, 34 LA 561 (1960); and
(3) United Steelworkers of America v. Enterprise Wheel and Car Corp. 80 S.Ct. 1358, 34 LA 569 (1960).

When a court is asked to stay or compel arbitration the question of arbitrability ordinarily becomes involved. If such a case is covered by federal law, the court's function is delimited by teachings of the Trilogy. Two of the Trilogy decisions deal with substantive arbitrability (whether the subject matter of the dispute is arbitrable). Some of the significant teachings of these cases may be summarized as follows:

As to compelling arbitration: Unless the parties expressly provide that the arbitrator is to determine arbitrability, the determination rests with the courts (if such issue is presented for judicial determination). The courts must compel arbitration where the party seeking it is making a claim which on its face is governed by the contract, even though the court might feel that the grievance is frivolous or baseless. Doubts over arbitrability should be resolved in the affirmative-arbitration should be compelled unless it may be said with "positive assurance" that the arbitration clause is not susceptible to an interpretation that covers the dispute.

T: (Cont'd.)

Trilogy (cont.) - As to review and enforcement of awards: The question of interpretation of the agreement is for the arbitrator, and the courts "have no business overruling him because their interpretation of the contract is different from his." However, an award "is legitimate only so long as it draws its essence from the collective bargaining agreement. When the arbitrator's words manifest an infidelity to this obligation, courts have no choice but to refuse enforcement of the award." But the Court also indicated that a court should not reject an award unless it is clear that the arbitrator has exceeded his authority-the Supreme Court is unwilling to "assume" that an arbitrator has "abused the trust the parties confided in him" or that he "has not stayed within the areas marked out for his consideration."

As to the merits of disputes: Courts should not delve into the merits of grievances. The merits are not a subject for court inquiry in actions either to compel arbitration or to enforce awards.

As to modification of awards: The Supreme Court upheld the Court of Appeals' rejection of the early common-law rule that a court action to enforce an award must be demissed in its entirety if any deficiency exists in the award. The Supreme Court held that an award need not be set aside for incompleteness merely because the arbitrator neglected to calculate the amount of back pay due grievant; the award was returned to the parties for determination of back pay by arbitration.

Because of the presumption favoring the arbitrability of labor disputes, courts have continued to compel arbitration in most cases where the arbitrability of the dispute has been challenged.

Tripartite Arbitration Board - The tripartite arbitration board, which may be either temporary or permanent, is one made up of one or more members selected by management, an equal number selected by labor, and a neutral member who serves as chairman. The labor and management members generally are partisans and act as advocates for their respective sides. The Code of Ethics for Arbitration does not impose an obligation of strict neutrality upon the party members of tripartite boards.

T: (Cont'd.)

Trusteeship, Union - Describes a situation in which a national or international union suspends the normal governmental process of a local union and takes over control of the local's assets and the administration of its internal affairs. The constitutions of many international unions authorize international officers to establish trusteeships over local unions in order to prevent corruption, mis-management, and other abuses. The Landrum-Griffin Act of 1959 established controls over the establishment and administration of trusteeships.

U:

Umpire - An outside person employed jointly by the union and the employer, usually for a definite period of time, to whom are referred for final decision disputes over the interpretation or application of provisions of the agreement. Although arbitrator, impartial chairman, referee, and umpire are sometimes used indiscriminately, the latter three are more commonly applied when such persons serve in a permanent capacity as distinguished from an arbitrator who is appointed to settle a particular dispute.

Sometimes the distinction is made between impartial chairman and umpire (or referee), the former serving both as an adviser while the agreement is being negotiated and as an interpreter or arbitrator after the agreement is signed. An umpire, on the other hand, takes no part in agreement negotiations but renders final decisions upon the request of either or both parties on the interpretation and application of an already signed agreement.

Unauthorized strike - A strike by employees contrary to the advice or without the consent of their union.

Unemployment Insurance - The Federal government did not itself undertake an unemployment insurance system, but evolved a plan by which the states would be encouraged to do so. A special payroll tax to finance unemployment insurance was levied by the Federal government on employers only. Ninety percent of the money collected within each state was offered to that state on condition that a satifactory state unemployment insurance system be established.

U: (Cont'd.)

Unfair employment practice - Discrimination in employment based on race, color, religion, sex, or national origin. Forbidden by federal and some state laws.

Unfair labor practice - Practice forbidden by the National and several State Labor Relations Acts.

Union - Labor organization.

Union Label - A special label placed upon a product signifies that it has been made by union labor. Unions appeal to their members and the general public to purchase only products bearing union labels.

Union Jurisdiction - The types of work, or entire industry, which a union claims, or which its federated body (A.F.L.-C.I.O) has assigned to it as a basis for its membership. (See Jurisdictional Disputes)

Union-Management Co-operation - In its broadest sense, refers to any peaceful management-union negotiations including bargaining over terms of employment. More commonly the term is given a limited meaning to refer to those jointly sponsored activities which are directed to the improvement and expansion of the business, such as cost savings, improvement in production procedures and quality of output, sales promotion, etc.

Union Security Clauses - Provisions in a collective bargaining agreement designed to secure the status of the employee organization against employers, nonunion employees, and/or raids by competing organizations. Examples of union security clauses are: closed shop, an agreement between union and employer that the employer may hire only union members and retain only union members in the shop (the closed shop was declared illegal by the Taft-Hartley Act in 1947); preferential hiring, an agreement that an employer, in hiring new workers, will give preference to union members; union shop, an agreement that the employer may hire anyone he wants, but all workers must join the union within a specified period of time after being hired and retain membership as a condition of continuing employment; maintenance of membership, a provision in an agreement stating that no worker must join the union as a condition of employment, but all workers who voluntarily join must maintain their memberships for the duration of the contract in order to keep their jobs. Most maintenance-of-membership provisions include an escape clause, setting aside an interval, usually ten days or two weeks, during which members may withdraw from the union without penalty.

U: (Cont'd.)

Union shop - Arrangement with a union by which employer may hire any employee, union or non-union, but the new employee must join the union within a specified time and remain a member in good standing.

Unit - Shortened form of "unit appropriate for collective bargaining." It consists of all employees entitled to select a single agent to represent them in bargaining collectively.

V:

Vertical Union - A union whose claimed jurisdiction covers all occupations from the production of raw materials to fabricated products. There is no clear line of distinction between a vertical and an industrial union.

Vesting Rights (Vesting, Vested Rights) - Applicable to many pension or retirement plans. Refers to the pension rights which permit employees to terminate employment before attaining retirement age, but without forfeiting accrued pension financed through employer contributions.

W:

Wage Award - The specified wage rates determined by an arbitrator or government agency.

Wage and Hours Act (1938) - This act, also known as the Fair Labor Standards Act, established a minimum wage of 40¢ per hour and a standard work-week of 40 hours for workers in interstate industry. Overtime (work beyond 40 hours) must be paid for at the rate of time and a half. The act also prohibited, with certain exceptions, children under 16 years of age from working in interstate industry. (Congress increased the hourly minimum wage in 1949 to 75¢; in 1955 to $1.00; in 1961 to $1.15; in 1967 to $1.40 with provision for further increase to $1.60 in 1968; $2.00 in 1975.)

Wage Stabilization - Any plan to keep wages in an area or industry at established levels. Used particularly with reference to government plans for preventing inflation during war periods.

Wagner Act - (See National Labor Relations Act.)

W: (Cont'd.)

Welfare Funds (Union Welfare Funds) - Funds created through collective bargaining to provide welfare benefits for the employees of a number of employers. (See multiemployer bargaining.) Under the terms of the Taft-Hartley Act, such funds usually are administered by trustees representing both employers and unions, respectively. Local building trades unions and the International Ladies Garment Workers' Union are examples of unions with substantial welfare funds. Typically, welfare funds provide health and death benefits similar to those provided by welfare plans. A growing number provide pension benefits, sometimes from separate pension funds. In other instances (as in the United Mine Worker Welfare and Retirement Fund), benefits are paid from the same trust fund.

Welfare and Pension Plans Disclosure Act (Teller Act) - A federal statute passed in 1958 covering all non-governmental welfare and pension plans affecting more than 25 employees. Administrators of the funds must make annual reports to the Secretary of Labor, describing the plan and submitting financial statements. Several states have enacted similar laws.

Welfare Plans - Benefit plans for the employees of a single employer, providing for disability insurance, hospital, medical and surgical protection, and life insurance. Welfare plans orignially were financed almost entirely by joint employer-employee contributions. In recent years, the trend has been toward employer-financed plans. (See Welfare Funds.)

Wildcat Strike - A work stoppage, usually spontaneous, by a group of organized employees without the authorization or approval of the employee organization.

Work jurisdiction - Right claimed by union under its charter to have its members and no others engaged in certain work. See Jurisdictional dispute.

Work Load - The quantitative measure of an hour's or a day's performance on a job. The term is usually applied to a standard of output which is supposed to represent reasonably efficient production without risk to health or safety.

Workmen's Compensation - Insurance systems established by law providing weekly cash benefits and medical services to workers who suffer physical injury during the course of their employment, irrespective of carelessness of worker or negligence of employer.

Work permit - Card issued by union having closed shop to show permission that holder, though not a full-fledged union member, may be employed under contract.

W: (Cont'd.)

Work Restriction - A tacit understanding or planned movement among a group of employees to limit output below the standard of efficiency which could be maintained without risk to health and safety. Restriction of output may be (1) a temporary act to gain an immediate definite concession from the employer in which case it takes on the nature of a slowdown strike; (2) an effort to prolong a job and prevent unemployment.

X:

Y:

Z:

Zipper clause - Clause that seeks to close all employment terms for the duration of the labor contract by stating that the agreement is "complete in itself" and "sets forth all terms and conditions" of the agreement.

ABBREVIATIONS

AAUP - American Association of University Professors

ACCF - Associated Community College Faculties

AFGE - American Federation of Government Employees

AFT - American Federation of Teachers

AFSCME - American Federation of State, County & Municipal Employees

AHA - American Hospital Association

BNA - Bureau of National Affairs (Publishers FEP Cases, GERR, LA, LRR, LRRM, WH Cases)

BSEU - Building Service Employees Union

BSEIU - Building Service Employees International Union

CAPE - Coalition of American Public Employees

CLC - Cost-of-Living Council

CSEA - Civil Service Employees Association

DWA - Distributive Workers of America

EEOC - Equal Employment Opportunity Commission

EOC - Equal Opportunity Commission

FEP Cases - Fair Employment Practices Manual of Cases (Pub. by BNA)

GERR - Government Employee Relations Report (Pub. by BNA)

HGEA - Hawaii Government Employees Association

HPERB - Hawaii Public Employment Relations Board

IBEW - International Brotherhood of Electrical Workers

Abbreviations (Cont'd.)

IBPO - International Brotherhood of Police Officers

IBT - International Building Trades Unions

IBUE - International Brotherhood of University Employees

IUOE - International Union of Operating Engineers

LA - Labor Arbitration and Dispute Settlements (Pub. by BNA)

LIU - Laborers' International Union

LNM - Labor News Memorandum

LRR - Labor Relations Reporter (Pub. by BNA)

LRRM - Labor Relations Reporter (Manual of Decisions of Courts, NLRB - Pub. by BNA)

MERC - Michigan Employment Relations Commission

MSEU - Minnesota State Employees Union

NACUA - National Association of College and University Attorneys

NAGE - National Association of Government Employees

NEA - National Education Association

NJPERC - New Jersey Public Employment Relations Commission

NLRB - National Labor Relations Board

NUSOG - National Union of Security Officers and Guards

NUHHCE - National Union of Hospital and Health Care Employees

NYSLRB - New York State Labor Relations Board

OCSEA - Ohio Civil Service Employees Association

OFCC - Office of Federal Contract Compliance

OPEIU - Office and Professional Employees International Union

PEAK - Public Employees Association of Kansas

Abbreviations (Cont'd.)

PERA - Public Employment Relations Act of Pennsylvania

PERB - Public Employees' Relations Boards

PLRB - Pennsylvania Labor Relations Board

PNA - Pennsylvania Nurses Association

RCIA - Retail Clerks International Association

RDTEU - Research, Development and Technical Employees Union

RILRB - Rhode Island Labor Relations Board

RWDSU - Retail, Wholesale, & Department Store Union

SCMEU - State, County and Municipal Employees Union

SEIU - Service Employees International Union

SLRB - State Labor Relation Board of N. Y.

UAW - United Auto Workers

UFCT - United Federation of College Teachers

WH Cases - Wages and Hours Cases (Pub. by BNA)

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